



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, August 23, 2022 at 6:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 1 through Item 21 be placed on the consent docket.

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF APRIL 13, 2021

CITY COUNCIL CONFERENCE MINUTES APRIL 27, 2021

CITY COUNCIL CONFERENCE MINUTES OF JUNE 8, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 16, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF MARCH 8, 2022

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF APRIL 28, 2022

CITY COUNCIL STUDY SESSION MINUTES OF MAY 17, 2022

CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 24, 2022

CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 12, 2022

CITY COUNCIL MINUTES OF JULY 12, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JULY 12, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 12, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 12, 2022

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 9, 2022

First Reading Ordinance

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

3. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2022-2023 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS.

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ADA CITIZENS OVERSIGHT COMMITTEE

TERM: 05-28-22 TO 05-28-25: DECEMBER AMBOS, WARD 6

BOARD OF ADJUSTMENT

TERM: 08-23-22 TO 12-22-24: DR. BEN BIGELOW, WARD 8

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-22 TO 08-13-25: CHUCK THOMPSON, WARD 3

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 08-23-22 TO 10-23-23: BOB NAIRN, WARD 6

FLOODPLAIN PERMIT COMMITTEE

TERM: 06-12-22 TO 06-12-25: SHERRI STANSEL, WARD 3

HUMAN RIGHTS COMMISSION

TERM: 08-23-22 TO 07-13-25: CHRISTOPHER TALLBEAR, WARD 6

TERM: 08-23-22 TO 07-13-23: MICHAEL RIDGEWAY, WARD 5

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 08-23-22 TO 12-09-23: MARC BONGE', WARD 8

Reports/Communications

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 30, 2022, AND DIRECTING THE FILING THEREOF.

6. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF AUGUST, 2022.

Authorization for Purchase

8. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR THE PURCHASE OF THREE (3) 35-FOOT LOW-FLOOR COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES FROM GILLIG IN THE AMOUNT OF \$1,843,113 UTILIZING THE STATE OF WASHINGTON CONTRACT NUMBER 06719 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Request for Payment

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

Donation

10. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FROM THE ORTHOPAEDIC AND SPORTS MEDICINE CENTER OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Encroachments

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2223-1: FOR LOT 16, BLOCK 1, VILLAS AT ASHTON GROVE, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (2506 BRIXTON DRIVE)

Contracts

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$28,577.60 FOR A REVISED AMOUNT OF \$118,402.60 FOR THE ADA RAMP REPAIR PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$33,068.85.
13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-5, CONTRACT K-2223-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY IN THE AMOUNT OF \$424,424, PERFORMANCE BOND B-2223-9, STATUTORY BOND B2223-10, MAINTENANCE BOND MB-2223-5

FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM, RESOLUTION R-2223-5 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-7, CONTRACT K-2223-11: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SAC SERVICES INC., IN THE AMOUNT OF \$207,936.25, PERFORMANCE BOND B-2223-11, STATUTORY BOND B-2222-12, AND MAINTENANCE BOND MB-2223-7 FOR THE STORMWATER INLET REHABILITATION PROJECT, RESOLUTION R-2223-8 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-8 AND CONTRACT K-2223-15: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ASTI SAWING INC., IN THE AMOUNT OF \$34,160 FOR THE FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT, PERFORMANCE BOND B-2223-19; STATUTORY BOND B-2223-29; MAINTENANCE BOND MB-2223-9, AND RESOLUTION R-2223-9 GRANTING TAX-EXEMPT STATUS
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-20: A CONTRACT BETWEEN THE CITY OF NORMAN AND UNIVERSITY OF OKLAHOMA FOR THE UNIVERSITY OF OKLAHOMA TO PROVIDE THE CITY OF NORMAN WITH NON-POTABLE WATER AT A BILLING RATE OF \$2.80 PER THOUSAND GALLONS.
17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-39: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INVOICE CLOUD TO PROCESS BILLING DATA FOR THE CITY'S CUSTOMERS FOR INVOICE TYPES INCLUDING THE CITY CLERK, PERMITTING, AND PLANNING AND COMMUNITY DEVELOPMENT.

Authorization to Participate

18. CONSIDERATION OF APPROVAL, REJECTION, OR POSTPONEMENT OF ELECTION TO PARTICIPATE IN THE DISTRIBUTORS OKLAHOMA SETTLEMENT; RELEASE OF CLAIMS AGAINST ALL RELEASED ENTITIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION SETTLEMENT PARTICIPATION FORM ON THE CITY OF NORMAN'S BEHALF.

Resolutions

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR ONE MILE OF MULTI-MODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 48TH AVENUE S.E. AND 60TH AVENUE S.E.

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR THE CONSTRUCTION OF ONE MILE OF MULTI-MODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 60TH AVENUE S.E. AND 72ND AVENUE S.E.

NON-CONSENT ITEMS

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, A PLANNED UNIT DEVELOPMENT, AND DEFERRAL/WAIVER OF STREET PAVING, DRAINAGE AND SIDEWALKS. (GENERALLY LOCATED ONE-QUARTER MILE SOUTH OF ROBINSON STREET AND 250 FEET EAST OF PORTER AVENUE.)

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-34: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HCR MANORCARE, INC., SUCCESSOR-IN-INTEREST TO FOUR SEASONS NURSING CENTER, INC., IN THE AMOUNT OF \$2,450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET, PLUS CLOSING COSTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE PURCHASE.

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE SPECIAL GRANTS FUND (ARPA) BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.

24. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUBSECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 ("PLANNED UNIT DEVELOPMENTS") AND SECTION 22:442.1 ("AMENDMENTS"), BOTH WITHIN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT

APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- [26.](#) CONSIDERATION OF APPROVAL, REJECTION, OR POSTPONEMENT OF A REQUEST TO AUTHORIZE THE CITY MANAGER/GENERAL MANAGER OF THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN MUNICIPAL AUTHORITY TO SIGN A PETITION FOR PROPERTY OWNED BY THE CITY OF NORMAN AND THE NORMAN MUNICIPAL AUTHORITY IN SUPPORT OF THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT.

MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF APRIL 13, 2021

CITY COUNCIL CONFERENCE MINUTES APRIL 27, 2021

CITY COUNCIL CONFERENCE MINUTES OF JUNE 8, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 16, 2021

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CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 12, 2022

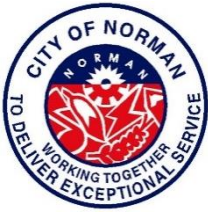
CITY COUNCIL MINUTES OF JULY 12, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JULY 12, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 12, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 12, 2022

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 9, 2022



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

- CITY COUNCIL CONFERENCE MINUTES OF APRIL 13, 2021
 - CITY COUNCIL CONFERENCE MINUTES APRIL 27, 2021
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CITY COUNCIL CONFERENCE MINUTES

April 13, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual conference at 5:00 p.m. in the Municipal Building Council Chambers on the 13th day of April, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

- PRESENT: Councilmembers Bierman, Foreman, Hall, Holman, Nash, Petrone, Mayor Clark
- ABSENT: Councilmember Peacock

Item 1, being:

CHANGE ORDER NO. THREE TO THE CONTRACT K-1920-46: WITH CIMARRON CONSTRUCTION COMPANY, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$132,940 FOR A REVISED CONTRACT AMOUNT OF \$2,277,439.56 AND ADDING 150 CALENDAR DAYS TO THE CONTRACT FOR THE GRAY STREET AND TONHAWA STREET WATER LINE REPLACEMENT PROJECT.

Mr. Nathan Madenwald, Utilities Engineer, said the Gray Street and Tonhawa Street Water Line Replacement Project replaced 11,500 feet of six, eight, and 12-inch water lines along Gray Street and Tonhawa Street as well as associated side streets from North Base Avenue to Porter Avenue. The existing water lines were cast iron pipe constructed 50 years ago and there have been numerous leaks resulting in significant loss of water and damage to overlying and adjacent roadway. Repairs to the water line were time consuming for Staff and very disruptive to traffic in the area. The new water lines will improve water transmission and construction of non-corrosive materials, such as polyvinyl chloride (PVC).

On May 22, 2020, and October 9, 2020, the Norman Utilities Authority (NUA) approved Change Order No. One and Change Order No. Two. Change Order No. One authorized the contractor to utilize directional drilling for areas of the project and added 350 linear feet of pipe for replacement along University Boulevard from Tonhawa Street to Daws Street. Change Order No. Two adjusted the amount of 8-inch and 12-inch water lines replaced by directional drilling and added new pay items for fire services identified during the course of the project.

Change Order No. Three proposes to allow the contractor to replace 570 feet of additional water lines along Porter Avenue outside the scope of the Porter/Acres Intersection Project where existing water lines are being replaced. The change order will also add 150 calendar days to the contract timeline.

Items submitted for the record

1. Staff report dated March 29, 2021, by Nathan Madenwald, PE, Utilities Engineer

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Item 2, being:

UPDATE FROM MARION HUTCHISON, THE CITY OF NORMAN’S REPRESENTATIVE TO THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA, REGARDING THE STATUS OF THE PROJECT(S).

Mr. Marion Hutchison, City Representative to the Regional Transportation Authority (RTA) of Central Oklahoma, said the RTA was established in 2019 under laws of the State of Oklahoma by founding member cities that include Norman, Edmond, Moore, Midwest City, and Del City. He said RTA’s responsibilities include developing, funding, constructing/implementing, and operating/maintaining regional transportation projects within district boundaries.

The district boundaries are the combined city limits of member cities that have governance and regional transit operations within the district. A dedicated funding referendum would be accomplished through a single district-wide vote and board representation and voting is based on population tiers as follows:

TIER	CITY	MEMBERS	WEIGHTED VOTE
Tier I	Oklahoma City (1)	1	26%
Tier I	Oklahoma City (2)	1	26%
Tier II	Norman	1	14%
Tier II	Edmond	1	14%
Tier III	Moore	1	6.6%
Tier III	Midwest City	1	6.6%
Tier III	Del City	1	6.6%

Mr. Hutchison said major decisions require 67% weighted vote approval.

As of 2016, member city RTA funding is as follows:

LOCAL SPLIT	POPULATION	% POPULATION	LOCAL SHARE CONTRIBUTED
Del City	21,332	2.3631%	\$49,580
Edmond	84,405	9.0138%	\$189,200
Midwest City	54,371	6.0204%	\$126,368
Moore	55,081	6.0993%	\$128,018
Norman	110,925	12.2825%	\$257,810
Oklahoma City	579,999	64.2222%	\$1,348,024
TOTAL	903,113	100.0000%	\$2,099,000

Mr. Hutchison highlighted the planning and development timeline that began with a Central Oklahoma Transportation and Parking Authority (COTPA) Fixed Guideway Study in 2006. Between 2009 and 2012, the Association of Central Oklahoma Governments (ACOG) began RTA dialogue with voters, which funded a modern streetcar system and intermodal hub, approved Oklahoma City’s Maps 3. Between 2011 and 2012, an ACOG Intermodal Transit Hub Study was completed and the Santa Fe Station in Oklahoma City was selected as the hub. Between 2012 and 2015, ACOG dialogue continued and an ACOG Commuter Corridor Alternatives Analysis was completed. Between 2015 and 2016, Santa Fe Station development began and between 2015 and

Item 2, continued:

2017, the official Municipal RTA Task Force was created. In 2017, streetcar construction in Oklahoma City began. In 2019, the RTA was created, streetcar operations began in Oklahoma City, and between 2020 and 2021, an RTA Plan Study commenced. Mr. Hutchison said future plans include RTA dedicated funding vote; bus system expansion; Bus Rapid Transit (BRT) construction; streetcar system expansion; and commuter rail system construction.

Mr. Hutchison said final planning and engineering stages include a Transit System Plan to include vision, goals, and potential corridors; Alternative Analysis – corridor planning, stations and land use, concept development; Environmental and Engineering – environmental review, preliminary engineering, Federal Transit Administration (FTA) capital, and investment grant; and Implementation – FTA assessment, risk assessment, construction, and beginning operations.

Agencies involved in the RTA include the United States Department of Transportation, Oklahoma Department of Transportation (ODOT) and ACOG. Existing transit operators include COPTA, CityLink, Edmond, and City of Norman.

The RTA Transit System Plan is a plan that guides transportation policies, investments, and projects in the RTA region for the next 10 to 25 years. The plan also identifies projects that align with the region’s goals and communities input by leveraging previous studies and plans as well as creating a vision for how the region can look in the future.

Mr. Hutchison said RTA released a Request for Proposal (RFP) last year for a consultant to update the Commuter Corridor Study and create a great system plan. RTA hired Kimley Horn, a company highly experienced in rail transit systems, and familiar with agency operations with municipalities.

Prior studies used by RTA include the Fixed Guideway Study by COTPA that identified 2030 System Plan visions including a blend of enhanced bus systems, BRT, streetcars, and commuter rail corridors; Intermodal Transportation Plan by ACOG that identifies a feasible, centralized intermodal hub site to accommodate the Fixed Guideway System; Commuter Corridors Study by ACOG that identifies corridors and recommends north to south commuter rail corridors and a streetcar system east to Tinker Air Force Base; and Encompass 2040 by ACOG that identifies how to invest \$10 billion in a transportation system over the next 25 years.

RTA goals include:

- Mobility and Connectivity – increase regional transportation choices by connecting activity centers with high-capacity transit that is fast and reliable;
- Equity and Accessibility – implement a safe and accessible system for all people that creates a community with options;
- Economic and Workforce Development – develop a transit system that inspires economic development to promote growth in the region and national competitiveness; and
- Sustainability and Viability – provide a cost-effective sustainable system that invests resources responsibly.

Virtual public participation meetings were held on January 28, 2021, to introduce the projects and engage the public; March 31, 2021, to present and solicit feedback on a draft Transit System Plan; and April 14 and April 21, 2021, to prioritize corridors and submit ideas on implementation goals

as well as asking questions and providing comments. On April 21, 2021, the RTA Board will hold a virtual meeting to adopt a Transit System Plan.

Additional requests for local funding for FY22 consist of the following:

LOCAL SPLIT	POPULATION	% POPULATION	LOCAL SHARE CONTRIBUTED
Del City	21,332	2.3631%	\$29,113
Edmond	84,405	9.0138%	\$111,097
Midwest City	54,371	6.0204%	\$74,20368
Moore	55,081	6.0993%	\$75,172
Norman	110,925	12.2825%	\$151,384
Oklahoma City	579,999	64.2222%	\$791,551
TOTAL	903,113	100.0000%	\$1,232,520

Mr. Hutchison said more information can be found at RTAOK.org and public meetings can be viewed at RTAMoves.com.

Councilmembers thanked Mr. Hutchison for representing the City of Norman.

Items submitted for the record

1. PowerPoint presentation entitled, “Regional Transportation Authority of Central Oklahoma (RTA) Update,” dated April 2021

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The meeting was adjourned at 5:55 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

April 27, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual conference at 5:30 p.m. in the Municipal Building Council Chambers on the 27th day of April, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Bierman, Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark

ABSENT: None

Item 1, being:

DISCUSSION REGARDING PROGRAMS PROVIDED BY THE NEIGHBORHOOD ALLIANCE.

Ms. Lisa Krieg, Community Development Block Grant (CDBG) Grants Manager, introduced Ms. Georgie Rasco, Executive Director of Neighborhood Alliance of Central Oklahoma (NACOK), and Ms. Ana Herrera, NACOK Community Organizer. Ms. Herrera said the mission of the NACOK is to create safe, attractive, and healthy neighborhoods. NACOK believes that you do not have to move in order to live in a better neighborhood, but you do have to make a personal effort for sustainable change.

NACOK is a non-profit organization established in 1977 as a tool lending library, which allows citizens to individually enhance their neighborhood making the neighborhood safer as well as providing community outreach through training and organizational assistance. NACOK has a strong and diverse Board of Directors and financial records are audited by a third party for accountability.

Ms. Rasco said NACOK helps with neighborhood organization by assisting interested neighborhoods by creating voluntary associations; assessing and understanding the diverse needs of every neighborhood; assuring neighborhoods know how and where to advocate for their needs; providing avenues for neighbors to be socially connected; and offering monthly neighborhood organizing and officer training. NACOK can also help with neighborhood coalition building, which reaches beyond the borders of just one neighborhood and encapsulates several neighborhoods while encouraging them to work together for the greater need in their larger combined areas. Multiple coalitions will integrate their neighborhoods, business districts, schools, churches, and parks into one coalition for the benefit of all.

NACOK hosts over 50 workshops a year on varied topics that include Code Enforcement 101; Photovoice-Diversity of Neighborhoods; Communicating with the City and Neighbors; Introducing Art in the Community; and holding town hall meetings for City and Police Community Engagement.

NACOK also provides Homeowner Association (HOA) support at a minimal cost that provides guidance on legal issues for HOAs (taught by an attorney); teaches citizens how to maintain private roads and waterways; HOA Officer Role responsibilities; and other specialized guidance as needed.

NACOK holds a seven-week leadership class that graduates 30 new leaders each year providing speakers from City Hall, Police Department, Fire Department, Neighborhood Leaders, and many others. These leadership class graduates have gone on to be elected to municipal and State offices, serve on municipal boards and commissions, organize neighborhood improvement projects, and serve as neighborhood officers.

NACOK partners with the Oklahoma City Police Department through a yearly contract for the Safe Neighborhoods Program, which is a decades old program that equips neighborhoods with the tools necessary to make their homes and neighborhoods safer through curriculums that include Neighborhood Watch, Crime Patrol Training, City-Wide Police Forums, Town Hall Meetings, Specific Neighborhood Crime Statistics Reports, and Neighbors Night Out.

Ms. Rasco said over 600 neighborhoods are registered that have impacted over 225,000 households. She said 3,500 leaders have been trained and there have been 6,000 volunteer hours with over \$140,000 worth of community clean up and social services provided this year alone. NACOK has also provided \$2.25 million in neighborhood improvement projects over the last nine years. She said good neighbors make great neighborhoods and great neighborhoods make a great city.

Ms. Rasco said the total program budget is \$99,357, which would be used to hire a person specific to Norman for 30 hours per week. NACOK wants to hire and supervise someone that lives in Norman and has the ability to be a community organizer. She said NACOK will be committed to fundraising for the Norman Program to be able to do more for neighborhoods than the budget would provide. She said people do not realize the time and patience it takes to organize a grassroots organization and HOAs are all grassroots. She said it could take three to four years of discussions and educational meetings with groups in neighborhoods before the group consents to register for the program and NACOK stays active in the neighborhood so interest will continue through the years and not be lost. It is up to the neighborhood to decide if they are interested in creating an HOA; it is not forced onto them.

Mayor Clark said she appreciates NACOK's willingness to fundraise because giving can make a difference in people's lives, which is what Council envisioned when they imagined how they could support the community. She asked how soon NACOK could begin work in Norman and Ms. Rasco said NACOK has been reaching out University of Oklahoma (OU) professors to see who would be interested in participating in the program as early as July 1st.

Councilmembers said they support this type of program in Norman.

Items submitted for the record

1. PowerPoint presentation entitled, "NACOK Neighborhood Alliance of Central Oklahoma"

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The meeting was adjourned at 6:25 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

June 8, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Executive Conference room on the 8th day of June, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Bierman, Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING ESTABLISHING A VISITABILITY PILOT PROGRAM FOR NEW CONSTRUCTION OF ONE AND TWO FAMILY DWELLINGS AND TOWNHOUSES WITH LESS THAN FOUR UNITS.

Mr. Greg Clark, Development Services Manager, said the Norman Visitability Code establishes minimum regulations for the design, installation, and construction of single-family homes or other dwellings with less than four units by providing reasonable criteria for visitability for persons with disabilities or seniors aging in place. A visitable dwelling offers a few specific features making a home easier for mobility-impaired people to live in and visit while an assessable building allows a person with a physical disability to get to, enter, and use a site, facility, building, or element. The Code is a mix of accessibility and visitability concepts using Fair Housing Act (FHA) language.

Mr. Clark said it is important to distinguish that the concepts of accessibility and visitability are different as they relate to single-family dwellings. Visitability standards focus around creating a dwelling whose features are welcoming and accommodating to accessible visitors while also creating a living space that is less challenging for individuals who are aging in place, but may not have defined accessible needs. Accessible standards for a dwelling go beyond the basic needs and include most all aspects of living, cooking, cleaning, and maintaining the dwelling. An example of an accessible kitchen would be that it requires cooking appliances be installed with considerations for how the owner/occupant will use them with regard to heights, reach ranges, etc. Visitability standards would not be as concerned with cooking appliances, but would require food preparation areas be dimensioned so individuals could access and use the areas for dining and other activities.

A visitable dwelling unit has a no step entry and a compliant entry path is required; routes throughout the home must be 36-inches wide with doors typically 31.75-inches wide; the bathroom toilet and sink are required to have backing and clearances at the toilet; the kitchen must include a sink, cooking appliance, and refrigerator and paths to these areas are typically 40-inches wide; a living room or similar room must be on a compliant route that is at least 70 square feet in area; and receptacle outlets and lighting controls must be installed between 15-inches and 48-inches from the floor.

Item 1, continued:

An accessible dwelling unit has a no-step entry and a compliant entry path is required; routes throughout the home must be 36 inches wide with doors typically 31.75 inches wide; the bathroom toilet, sink, and bath/shower must have backing installed with proper clearance for all of them; the kitchen must have proper widths, reachable ranges, low counter heights with clear spaces for the sink and all appliances; all the living space on the accessible floor level has to be compliant including sleeping rooms, laundry rooms, games rooms, etc.; and outlets, lighting controls, switches, environmental controls, electrical panel boards, security controls, etc., must be installed at a compliant height and reach distance.

Mr. Clark said from January through April 2019, the Citizen Ad Hoc Committee for Accessible Housing met, discussed, and drafted the Norman Visibility Code. In May 2019, the draft language was presented to the Community Planning and Transportation Committee (CPTC) with the request that the document be compared to the current building codes and practices, as well as other visibility codes. He said the document is scheduled to be discussed during Council's annual Retreat.

Currently, the adopted code for dwellings for the State of Oklahoma and the City of Norman are the 2015 International Residential Code (IRC). The IRC referenced the Standard International Construction Code (ICC) for accessible considerations. A section that was added deals with creating a minimum standard for dwelling units to comply with in order to be visitable.

After careful consideration, Staff believes the best course to start an incentive based program would be to implement a Pilot Program with incentives being credited to new One and Two Family Dwellings and Townhouses with less than four units. The Pilot Program awards credits when compliance is achieved using the ICC Standard for visitable units. The standards is already adopted and enforced for commercial buildings in Norman and throughout the State. The standard is updated nationally on a regular basis and is written to keep up with other building codes. By starting a Pilot Program, Staff can collect data about the program's effectiveness and learn from it in looking forward for a permanent solution. To create a larger data pool, Staff recommends the initial program last two years. This will also allow time for builders to become educated about the incentive program and the details it would take to comply with the code.

The proposed source of the credit would be the building permit fee, which is \$0.14 cents per square foot of project area (all areas under the roof). For reference, a 2,000 square foot home (living space) with a two-car garage (roughly 400 square feet) would have a building permit fee of \$336. A home enrolled in the program would either meet all of the standard and be eligible for the credit or it would not meet the standard and would not be eligible. A home that complies with the program would receive 100% credit of the building permit fee. In no instance would a credit be issued in excess of the total building permit fee if an applicant was to participate in other incentive programs.

Councilmembers said they would like to move forward with a pilot project.

Item 1, continued:

Items submitted for the record

1. Memorandum dated June 8, 2021, from Greg Clark, Development Services Manager, to City Council, with draft resolution and Attachment: Excerpt from International Construction Code (ICC) A117.1-2009 – Accessible and Usable Buildings and Facilities
2. PowerPoint presentation entitled, “Visitability Pilot Program,” dated June 8, 2021

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Item 2, being:

DISCUSSION REGARDING ESTABLISHING PROCEDURES ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION T-510(1)(D) OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR RESIDENTIAL HOMES ACHIEVING CERTAIN HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI) SCORES.

Mr. Clark said on November 16, 2017, and March 29, 2018, Staff presented the Community Planning and Transportation Committee (CPTC) information regarding incentive programs for incentivizing ecologically friendly (green) building practices to gather feedback on potential incentive areas for future program development. Council identified incentivizing optional “green building codes” as a secondary destination short-term goal during the August 2017 Retreat.

Staff met with local builders and stakeholders to discuss potential incentives, specifically in the area of green residential construction. The CPTC recommended that areas for green building incentives could more specifically begin by focusing on areas of homes utilizing Home Energy Rating System (HERS/Energy Rating Index (ERI) for energy efficiency.

In March, Staff presented additional information to the CPTC related to HERS/ERI rating processes and suggested a pilot program for an incentive program for HERS/ERI-rated new single-family home construction. HERS/ERI scores can be lowered through efficient architectural design, optimal home orientation, reduced air leakage and intrusion, installation of high-energy efficiency appliances and heating, ventilating and cooling equipment, and other methods. The CPTC recommended the presentation move forward to full Council for consideration and a six-month pilot program be established.

The pilot program provides an incentive for new single-family residential home construction through an adjustment of the building permit fee based on the final HERS/ERI index rating of the home. A percentage of the building permit fee is charged based on the home’s final score. After discussion with the Legal Department, it appears that allowing HERS/ERI home performance to satisfy all or a portion of the Building Permit Review Fee following construction of the rated home is preferable to paying, rebating, or reimbursing previously paid fees. The portions of the fee subject to the performance incentive are limited to purely regulatory costs; exercise of the City’s discretion determining the amount of the fee ultimately imposed promotes clarity in procedure and uniformity in administration of the incentive.

Item 2, continued:

The building permit fee for a single-family home is based on a fee of \$0.14 cents per square foot of the structure. The pilot program charges a percentage of that building permit fee based on specified HERS/ERI scores. Additional fee adjustments are included for homes achieving scores lower than the minimum HERS/ERI score determined for the adjusted fee. The current pilot program allows for a 50% building permit fee adjustment for a home achieving a HERS/ERI rating of 65, with an additional 5% fee reduction for each point below 65. The actual monetary amount of the waiver varies based on the square footage of the structure. The permit review fee could potentially be adjusted to zero if the home achieves a HERS/ERI score of 55 (additional 5% per point times 10 points below 65).

During the period of July 1, 2018, and March 31, 2021, 482 applications for single-family homes were applied to the program. From July 1, 2018, through March 31, 2021, 1,340 single-family homes applied for building permits, which translates to approximately 35% of single-family homes taking advantage of the HERS/ERI program. Overall, 67 of the 482 applications withdrew from the HERS program, but these withdrawals were not associated with the City process. When an applicant withdraws from the process, permit fees are paid at the time of the Certificate of Occupancy (CO) issuance.

During the period of July 1, 2018, and March 31, 2021, 284 homes received a CO and of those 284 applications receiving CO, 157 paid a percentage of fees, ranging from \$5 to \$282. The other 127 applications received full benefit of the HERS/ERI program, meaning they met the HERS/ERI score of 55 or less and paid the City zero dollars in permit fees. The average permit fee not paid to the City is \$312 per permit whose calculation is based on the average 2,500 square foot home. Overall, the HERS/ERI program resulted in a reduction of almost \$90,000 in building permit fees paid to the City.

Staff recommends continuing the HERS/ERI program, but lowering the benchmark to 51 or better. The program's inception was in 2018, and will continue through June of 2021 at a minimum. The benchmark originally set in 2018 was reflective of awarding a home that was built in excess of the 2012 code, which was two code cycles prior. If the City continues the program, Staff recommends the benchmark update to 51 to be consistent with the more recent International Energy Conservation Code (IECC) for an ERI of 51. If the program is extended, Staff recommends monies be delegated to perform evaluation of the program's success, which could be accomplished by sampling a number of homes that were not in the program to compare their outcomes to homes in the program.

Mr. Clark highlighted how the program benchmark currently works with HERS/ERI score of 65 as well as the proposed score change of 51 as follows:

CURRENT HERS/ERI PROGRAM WITH A 65 BENCHMARK		PROPOSED HERS/ERI PROGRAM WITH A 51 BENCHMARK	
55 or less	Builder pays no permit fee	41 or less	Builder pays no permit fees
56	Pays 5% of permit fees	42	Pays 5% of permit fees
57	Pays 10% of permit fees	43	Pays 10% of permit fees
58	Pays 15% of permit fees	44	Pays 15% of permit fees
59	Pays 20% of permit fees	45	Pays 20% of permit fees
60	Pays 25% of permit fees	46	Pays 25% of permit fees
61	Pays 30% of permit fees	47	Pays 30% of permit fees
62	Pays 35% of permit fees	48	Pays 35% of permit fees
63	Pays 40% of permit fees	49	Pays 40% of permit fees
64	Pays 45% of permit fees	50	Pays 45% of permit fees
65	Pays 50% of permit fees	51	Pays 50% of permit fees

Councilmembers thanked Staff for the presentation and supported extending the pilot program as recommended by Staff.

Items submitted for the record

1. Memorandum dated June 6, 2021, from Brenda Wolf, Permit Services Supervisor, and Greg Clark, Development Services Manager, to City Council, with draft resolution
2. PowerPoint presentation entitled, “Home Energy Rating System (HERS) Energy Rating Index (ERI) Pilot Program,” dated June 8, 2021

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The meeting was adjourned at 6:15 p.m.

ATTEST:

 City Clerk

 Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

November 16, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 6:30 p.m. hosted in the Municipal Building Council Chambers on the 16th day of November, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Studley, Tortorello, Mayor Clark

ABSENT: None

Item 1, being:

PUBLIC HEARING ON RESOLUTION RECOMMENDING WARD BOUNDARY CHANGES FROM THE REAPPORTIONMENT AD HOC COMMITTEE MEETING.

Motion to Conduct a Public Hearing made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Hall.

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler,

Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock.

The Public Hearing was Conducted.

Ms. Kathryn Walker, City Attorney, said under the City Charter, the Reapportionment Ad Hoc Committee (RAHC) is appointed to meet, review, and make recommendations on ward boundaries as soon as practicable following each federal census. The Federal Decennial Census was conducted in 2020 and data was issued in 2021 after a number of delays due to the pandemic. The City Charter requires the RAHC to adopt a resolution that recommends either retention or adjustment of boundaries after it has held a public meeting. If Council adopts the recommendations to change ward boundaries, such changes must also be adopted by ordinance.

According to the Charter, wards should be formed to equalize, as nearly as practicable, the population of the wards. In addition, each ward should be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. Ward lines shall not create artificial corridors, which in effect separates voters from the ward to which they must naturally belong.

Ms. Walker said Council will have the option to listen to public comments regarding RAHC recommendations and follow those recommendations or bring forward different boundaries than

Item 1, continued:

what is recommended. The standards found in the Charter and in State law are very similar to what is found across the country. The United States (U.S.) Supreme Court has said that population equality is the paramount objective of apportionment or redistricting and is commonly known as the “One Person One Vote” standard, which is a means of protecting voters.

The U.S. Supreme Court states that when drawing wards, cities can deviate from absolute population equality to accommodate traditional districting objectives, like maintaining communities of common interest and creating geographic compactness. As long as the maximum population deviation between the largest and smallest ward is less than 10%, the local ward map is presumed to comply with the “One Person One Vote” standard. Ms. Walker said the RAHC worked hard to keep within the boundaries set by the U.S. Supreme Court.

Ms. Walker said the State is also redrawing its boundaries, but has not completed that process. She said the City does not know where any realigned precincts will be so the RAHC had to work with current precinct boundaries.

Council appointed the RAHC in January 2021; the Census Bureau released redistricting population data on August 12, 2021; RAHC met on September 2, 2021, September 8, 2021, and September 27, 2021; held a public hearing on October 21, 2021; and Council is conducting its public hearing tonight.

The proposed plan reduced the overall range from the mean ward population to 1,604 persons, which is 10.02% of the mean ward population of 16,003. All wards are modified by the proposal, which could potentially affect ward-specific appointments to the Greenbelt Commission, the RAHC, and the Public Safety Sales Tax (PSST) Citizen Oversight Committee. Existing ward-specific appointees will be allowed to finish their term before the new boundaries will be applied.

Ms. Walker said if the resolution is adopted, an ordinance would be prepared for First Reading on December 14, 2021, with Second and Final Reading on January 18, 2022. The ordinance would go into effect on February 10, 2022, and would not impact current terms of Councilmembers or 2022 Council Elections.

Ms. Joyce Green, Geographical Information System (GIS) Services Manager, highlighted the ward boundary recommendations:

- Starting population of Ward One was 15,018 and has an ending population of 16,083;
- Starting population for Ward Two was 14,845 and has an ending population of 16,757;
- Starting population for Ward Three was 14,824 and has an ending population of 16,943;
- Starting population for Ward Four was 14,129 and has an ending population of 15,897;
- Starting population for Ward Five was 16,610 and has an ending population of 15,229;
- Starting population for Ward Six was 18,515 and has an ending population of 15,344;
- Starting population for Ward Seven was 18,309 and has an ending population of 16,067; and
- Starting population for Ward Eight was 15,776 and has an ending population of 15,596.

Item 1, continued:

Members of the public expressed concerns about growth, some opposed movement of boundaries within their ward, some made suggestions on different ward boundaries, some were fine with the recommendations made by the RAHC, and some stated their voices had been silenced during the RAHC public meeting.

Items submitted for the record

1. PowerPoint presentation entitled, "Reapportionment Public Hearing," dated November 16, 2021
2. Reapportionment Ad Hoc Committee Staff Report dated November 16, 2021

Participants in discussion

1. Mr. Michael Blunck
2. Ms. Teresa Elam
3. Ms. Karen Goodchild
4. Mr. Tom Hackelman
5. Mr. Fred Pope
6. Ms. Maggie Logue
7. Mr. Jonathan Kindel
8. Mr. Mark Wagner
9. Mr. Alex Torvi
10. Mr. Rick Lubbers

Motion to Close Public Hearing made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 1 Studley.

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock.

The Public Hearing was closed.

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Item 2, being:

DISCUSSION AND CONSIDERATION OF ADOPTION OF A RESOLUTION RETAINING OR ADJUSTING CURRENT WARD BOUNDARIES IN ACCORDANCE WITH CRITERIA IN THE CHARTER AND AS SET FORTH IN U.S. SUPREME COURT AND OKLAHOMA SUPREME COURT JURISPRUDENCE.

Motion to amend the ward boundaries recommended by Reapportionment Ad Hoc Committee.

Moved by Ward 5 Councilmember Tortorello, Seconded by Ward 3 Councilmember Lynn.

Item 2, continued:

Ayes: Ward 3 Councilmember Lynn, Ward 5 Councilmember Tortorello, Ward 6 Councilmember Foreman, Ward 7 Councilmember Holman.

Nays: Mayor Clark, Councilmember Ward 1 Councilmember Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 8 Peacock.

The Motion Failed and the Ward Boundaries were not adjusted.

Items submitted for the record

1. Resolution RAHCR-2122-1
2. Norman Reapportionment Ad Hoc Committee minutes of September 2, 2021, September 8, 2021, and September 27, 2021
3. Proposed Ward boundary map dated November 16, 2021

Participants in discussion

1. Mr. Michael Blunck
2. Mr. Mark Wagner
3. Ms. Karen Goodchild
4. Mr. Rick Lubber
5. Mr. Alex Torvi

Motion to adopt resolution recommended by Reapportionment Ad Hoc Committee.

Participants in discussion

1. Ms. Karen Goodchild
2. Mr. Tom Hackelman
3. Mr. Michael Blunck
4. Mr. Mark Wagner

Moved by Ward 7 Councilmember Holman, Seconded by Ward 4 Councilmember Foreman.

Ayes: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 7 Holman.

Nays: Ward 3 Councilmember Lynn, Ward 5 Councilmember Tortorello, Ward 6 Councilmember Foreman, Ward 8 Councilmember Peacock.

The Resolution was Adopted.

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ADJOURNMENT

The Mayor adjourned the meeting at 9:25 p.m.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL SPECIAL SESSION MINUTES

March 8, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 5:00 p.m. in the Municipal Building Council Chambers on the 8th day of March, 2022, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Studley, Tortorello, Mayor Clark

ABSENT: None

Item 1, being:

DISCUSSION REGARDING THE POET LAUREATE PROGRAM.

Ms. Hillary Koone, Information Services Manager for Norman Public Library (NPL), introduced Mr. Joshua Caddell, Information Professional for Norman Public Library. Mr. Caddell said a Poet Laureate is an honorary position with its role being to serve as a representative of a community’s artists and to champion the poetry art form. This typically includes sharing original work at events and hosting poetry readings and may result in a specific project centered on highlighting poetry in a community or supporting fellow artists. A City of Norman Poet Laureate will serve as the City’s ambassador in promoting public appreciation of poetry and literature, supporting a creative community of local poets, and encouraging people of all ages to write their own poetry.

Mr. Caddell said the Norman Poet Laureate will be selected by a Poet Laureate Selection Committee to serve a two-year term with the possibility of being offered a second term. Duties include championing the art of poetry and the spoken word in the City, in person and on social media; encouraging appreciation of the art form and creative expression by a wide range of City residents, including youth; celebrating the City’s cultural heritage; reading poetry or speaking at City Council meetings, other public meetings, and public venues, such as schools or senior centers; giving five to ten readings and workshops that are free and open to the public including visits to schools and/or events for young people; serving as a judge in the annual Norman Public Library Poetry Writing Contest; and proposing and completing at least one public project that promotes poetry or literature during the two-year term.

Nominees must be over the age of 18 by the time of their selection and must reside or work in Norman. Exceptions may be made on a case-by-case basis for individuals who have demonstrable involvement in and commitment to Norman’s art community.

The Poet Laureate Selection Committee serves to review Poet Laureate candidate nominations, interview Poet Laureate finalists, and help shape the future of the Poet Laureate Program. The Committee will be comprised of representative from the Mayor’s Office, Norman Public Schools, the University of Oklahoma, Norman Arts Council, Norman Public Arts Board, the Depot, and Norman Public Libraries.

Item 1, continued:

Mr. Caddell said NPL would like to have a Committee selected by the end of the month because the Norman Public Library Poetry Writing Contest will be held April 27, 2022.

Councilmembers supported the proposal.

Items submitted for the record

1. City of Norman and Norman Public Library Poet Laureate Program Proposal

* * * * *

Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3) TO DISCUSS THE ACQUISITION OF RIGHT-OF-WAY IN CONNECTION WITH THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

Motion to Adjourn and Convene. Moved by Councilmember Foreman. Seconded by Councilmember Tortorello. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Studley, and Tortorello. Nays: None.

The City Council convened into Executive Session at 5:44 p.m. Ms. Kathryn Walker, City Attorney; Mr. Darrel Pyle, City Manager; Ms. Beth Muckala, Assistant City Attorney; and Mr. Shawn O'Leary, Director of Public Works, were in attendance at the Executive Session.

Motion to Reconvene. Moved by Councilmember Foreman. Seconded by Councilmember Tortorello. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Studley, and Tortorello. Nays: None.

The Mayor declared the motion carried and the Special Session was reconvened at 6:14 p.m.

The Mayor said the acquisition of right-of-way in connection with the Porter Avenue Streetscape 2019 Bond Project was discussed in Executive Session. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

The Mayor adjourned the meeting at 6:15 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

April 28, 2022

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 p.m. in the Conference Room on the 28th day of April, 2022, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmember Hall, Schueler, Studley, and
Chairman Holman

ABSENT: Councilmember Peacock

OTHERS PRESENT: Ms. Helen Grant, Councilmember-Elect Ward 4
Mr. Taylor Johnson, Transit and Parking Program
Manager
Mr. Shawn O’Leary, Director of Public Works
Mr. David Riesland, Transportation Engineer
Mr. Scott Sturtz, City Engineer
Ms. Kathryn Walker, City Attorney
Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

PUBLIC TRANSIT REPORT.

Mr. Taylor Johnson, Transit and Parking Program Manager, said the fixed route service transported 22,363 passengers in March 2022, compared to 16,059 in February 2022. The daily average ridership was 828. There were 964 passengers with bicycles and 228 passengers with wheelchairs or other mobility devices transported in March.

The paratransit service transported 2,119 passengers in March 2022, compared to 1,366 in February 2022. Average daily ridership was 78, an increase of 37.89% compared to February 2022.

Saturday service totaled 1,769 in March 2022, a 29.98% increase over 1,361 in February 2022.

On October 1, 2021, the Association of Central Oklahoma Governments (ACOG) announced the grant cycle was open for the Air Quality Small Grant Program. This program seeks to improve air quality in Central Oklahoma by reducing reliance on single-occupancy vehicle trips. Small transportation infrastructure projects and transit improvements as well as projects focused on congestion relief efforts are all eligible. He said ACOG approved a grant to install 80 new bus stops associated with the recommended route change in the Go Norman Transit Plan.

Mr. Johnson said Staff worked with Nelson/Nygaard, the consultant for Go Norman Transit Plan, on an amendment to their contract to make minor changes to reflect using 318-320 East Comanche

Item 1, continued:

Street as a Transit Center rather than the Norman Depot. Staff is now working on an additional amendment to include architectural design for the renovation of the new Transit Center.

City Fleet Maintenance continues to ensure the transit fleet is in operating condition each morning, which includes mechanical maintenance as well as fueling, cleaning inside and outside, sanitizing activities, etc.

The City purchased two battery operated electric buses and Staff anticipates receiving these vehicles in August/September 2022. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the Federal Transit Authority's 2021 Low or No Emission Vehicle Program. Staff continues to identify other avenues to purchase transit vehicles to modernize and standardize its fleet using existing local and federal funds available.

On December 14, 2021, Council approved the purchase of five (5) Dodge Promaster vans for the City's public transportation fleet; however, due to supply chain issues the vehicle costs have increased and Staff is working on an agenda item to address the increase. He said Staff has identified additional Federal Transit Authority (FTA) grant money to supplement the cost increase and potentially decrease the amount of the local match.

Staff is drafting a resolution to accept Surface Transportation Block Grant – Urbanized Area (STBG-UZA) funding through the Oklahoma Department of Transportation (ODOT) for the purchase of two 35-foot low-floor Compressed Natural Gas (CNG) transit buses.

Items submitted for the record

1. Memorandum dated April 28, 2022, from Taylor Johnson, Transit and Parking Program Manager, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
2. EMBARK Norman Performance Report for March 2022

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Item 2, being:

DISCUSSION REGARDING A TRAFFIC STUDY ON WEST LINDSEY STREET FOLLOWING THE LINDSEY STREET BOND PROJECT.

Mr. David Riesland highlighted the 2011 Comprehensive Transportation Plan (CTP) survey results regarding the level of support for various transportation improvements that included:

- Improving traffic, eliminating bottlenecks, and relieving congestion – 44% very supportive, 45% supportive, 9% neutral, and 2% not supportive;
- Improving maintenance of existing roadway/bridges – 45% very supportive, 43% supportive, 10% neutral, and 2% not supportive;
- Improving major roads around the outer edges – 40% very supportive, 41% supportive, 14% neutral, and 5% not supportive;

Item 2, continued:

- Adding improvements without widening existing roads – 24% very supportive, 49% supportive, 21% neutral, and 6% not supportive;
- Constructing and repairing sidewalks – 39% very supportive, 33% supportive, 21% neutral, and 8% not supportive;
- Adding dedicated lanes for bikes/some major streets – 38% very supportive, 27% supportive, 19% neutral, and 16% not supportive;
- Maximize traffic flow by investing in technologies – 28% very supportive, 34% supportive, 25% neutral, and 13% not supportive;
- Explore rail-based public transportation – 34% very supportive, 24% supportive, 18% neutral, and 24% not supportive;
- Expand the local bus routes and times – 30% very supportive, 24% supportive, 37% neutral, and 10% not supportive; and
- Widening existing roads to relieve congestion – 23% very supportive, 27% supportive, 26% neutral, and 26% not supportive.

Mr. Riesland said the CTP Survey showed Lindsey Street as the number one stormwater problem in Norman and the number one traffic congestion corridor in the Oklahoma City Metropolitan area. The crash rate was three times higher than the national average for similar roadways. He said access management was the key to a successful 2012 Lindsey Street Bond Project.

Lindsey Street, pre-construction, carried approximately 21,000 vehicles per day, had 90 driveways, crash frequency created unreliability, and the street featured unique peaking characteristics. Long-term volume projections showed increased demand for east/west connectivity into the University of Oklahoma (OU) area. The goal of the bond project was to create a safe, vibrant east/west gateway that meets the transportation needs of all users, i.e., motorists, pedestrians, bikes, busses, etc.

Construction began on July 5, 2016, and three pre-construction years were established in 2013 through 2015. Construction was substantially completed on December 6, 2017, with some activities extending into early 2018. The three post-construction years were established in 2019 through 2021.

The average daily traffic (ADT) in 2014 was 20,221 and Level of Service (LOS) using Association of Central Oklahoma Governments (ACOG) methodology is 18,900 so 2014 observed 7% over capacity making Lindsey Street heavily congested. The ADT in 2020 (post-construction) was 19,213 and LOS was 38,000 so 2020 observed volume was nearly 50-% under capacity having very little congestion.

Mr. Riesland said a study area along Lindsey Street from the west edge of 24th Avenue S.W. to the east edge of Berry Road was established, which had 224 total collisions between 2013 and 2015 for the 3 pre-construction years. Between 2019 and 2021, there were 121 total collisions for the 3 post-construction years or a 46% reduction in the total number of collisions. He said there were 46 total injury collisions in the three pre-construction years and 36 total injury collisions in the three post-construction years or a 22% reduction in the total number of injury collisions.

Item 2, continued:

Collisions at signalized intersections are notorious for an increase in rear end collisions, which are generally less serious than right angle collisions. There were three traffic signals along Lindsey Street pre-construction and four traffic signals post-construction so more traffic signals mean more rear end collisions, right? Mr. Riesland said the three pre-construction years featured 50 signalized rear end collisions of which nine had injuries and the three post-construction years featured 33 signalized rear end collisions of which seven had injuries. This is a 34% reduction in the number of signalized rear end collisions and a 22% reduction in those same collision types with injuries. He said this is compelling evidence of reduced congestion.

Another common type of collision at signalized intersections is the right angle collision. The three pre-construction years featured 13 signalized right angle collisions of which six had injuries and the three post-construction years featured six signalized right angle collisions of which three had injuries. This is a 54% reduction in the number of signalized right angle collisions and a 50% reduction in those same collision types with injuries. Mr. Riesland said this is a pleasant surprise given that the City only added one signal to the corridor that further reduced congestion.

The remaining types of collision at signalized intersections were reviewed as a single category all of which are generally less dangerous than right angle collisions. The three pre-construction years featured 15 other signalized collisions of which three had injuries and the three post-construction years featured 18 other signalized collisions of which had eight injuries. These increases in these categories are explained by the additional traffic signal on the corridor in the post-construction condition.

The three pre-construction years featured 32 unsignalized right angle collisions of which five had injuries and the three post-construction years featured 22 unsignalized right angle collisions of which six had injuries. This is a 31% reduction in the number of unsignalized right angle collisions, but a 20% increase in those same collision types with injuries.

One of the goals of the Lindsey Street Bond Project was to improve safety at the large number of driveways on the corridor and strategies to improve safety included driveway consolidation and the median to manage access. Mr. Scott Sturtz, City Engineer, said Staff visited every business regarding their driveways, but were only successful in paring down one driveway. He said Staff would eventually like to have retail parking behind businesses with buildings closer to the street for better aesthetics, safety, etc.

Mr. Riesland said congestion has improved because of the additional lane in each direction and the similar or slightly lower traffic volumes. The most dangerous forms of collisions are post-construction and the number of injury collisions are generally lower. Access management on the corridor was successful based on the lower number of collisions at unsignalized intersections. All in all the Lindsey Street Bond Project was a successful project with the goals of lower congestion levels and improved safety.

Councilmembers requested Staff present this information to full Council.

Item 2, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "Lindsey Street: Before and After Study," dated April 28, 2022

* * * * *

Item 3, being:

UPDATE ON THE HISTORICAL SIGN INSTALLATION PROJECT.

Mr. Riesland said the Historical Sign Installation Project evolved during the FYE 22 Budget discussions. An amendment to the budget added \$30,000 for the establishment of historical markers/signs and since this project is considered a Capital Project, the Traffic Division was assigned to the project. A kick-off meeting by the Citizen Advisory Ad Hoc Committee (Ad Hoc Committee) led by Mr. Andy Rieger, Ad Hoc Committee Chair, was held on August 23, 2021.

A draft of the text for the first sign, Naming of Norman, was received from the Ad Hoc Committee and forwarded to three sign contractors in the Oklahoma City area on November 15, 2021. Quotes were received from Walker Companies - \$9,300 to \$13,750 depending on two size options; G&S Sign Services - \$6,095; and J&B Graphics - \$5,453.26. Based upon the low bid, J&B Graphics was selected for fabrication and installation of all signs in the program.

The final draft for the first sign was received from the Ad Hoc Committee on November 15, 2021, and immediately sent to J&B Graphics for creation of a proof that states, "In the spring of 1871, Kentuckian Abner Ernest Norman was hired as a chainman for a government survey crew working its way from the Red River to north of the Canadian River. He later was placed in charge of the crew, having studied math and surveying at an academy near Louisville. While in the area of what we now know as Norman, his crew camped at a spring south of the present day intersection of Lindsey Street and Classen Boulevard. Near the camp, the bark was scraped off one side of a large elm tree and the words "Norman's Camp" were burned into the trunk, likely in jest of their young supervisor. The railroad was completed in the spring of 1887 and the first passenger trains began rolling through Central Oklahoma a few months later. Railway officials assigned the name, Norman, to the stop and later said they based the name on what was burned in the tree by the survey crew. Norman left the survey crew in 1873 and returned to his home in Kentucky where he eventually operated a wholesale lumber business until his death in 1922."

The proof went through a series of steps including font, font color, and sign background color. The final proof was received on January 6, 2022, notification from J&B Graphics that the sign had been fabricated and received in their shop came on March 1, 2022, and the location was staked on March 2, 2022. Utility locates were called on March 7, 2022; the footing was dug and poured on March 16, 2022; and installation of the sign occurred on March 18, 2022.

The next historical sign being manufactured, A Navy on the Prairie, states, "After the bombing of Pearl Harbor in December of 1941, the United States entered the war and the Navy began looking for sites to train fighter pilots. The Navy bought 2,537 acres in Norman and leased another 62,000 acres throughout Oklahoma. In the spring of 1942, crews blitz-built the Naval Air Station

Item 3, continued:

(North Base) at the University of Oklahoma's Max Westheimer Field. A large mound made from dirt scraped up for the lengthening of the runways was named Mount Williams in honor of an early commander of the Naval Air Station Norman and the dirt hill was used as a backstop for the rifle range. Simultaneously, on the south side of Norman, the Navy built dozens of temporary buildings and opened the Naval Air Technical Training Center (NATTC) and a Naval hospital. Every three months, 800 cadets learned to fly on the North Base and another 18,000 mechanics, machinists, and nurses were trained at the NATTC throughout the year. The bases were closed after the war but the technical training center (South Base) was reactivated briefly during the Korean War. When that war ended, the land and buildings were deeded to the University and the City and some were sold to private interests."

The proof of sign two went through a series of steps including font, font color, and sign background color. The final proof was received on February 9, 2022, and notification from J&B Graphics that the sign had been fabricated and received in their shop. Next steps will include staking the location for the sign and installation of the sign.

The third historical sign proposed to be manufactured, Caring for People with Mental Illness, states, "Dozens of Oklahomans boarded a train in Jacksonville, Ill., one day in 1895. They were bound for the prairie town of Norman, Oklahoma, and the newly opened private sanitarium that would care for them. That was the beginning of what is now known as Griffin Memorial Hospital near this location. By the end of September, 1895, 78 patients were returned to Oklahoma. Prior to 1895, Oklahoma Territory contracted out treatment of its mental patients to the state of Illinois. When the failed High Gate Academy buildings on the east end of Main Street in Norman became available, some Oklahoma doctors formed the Oklahoma Sanitarium Co. to open a facility here. They contracted with the territorial legislature to care for the patients closer to their families. The first patient, a woman from Woodward County, was admitted on June 15, 1895. In 1915, the sanitarium was sold to the state and became known as Oklahoma State Hospital. The name changed in 1952 to Central State Griffin Memorial Hospital. In 1994, the name was shortened to Griffin Memorial Hospital, to honor Dr. David Griffin, an early-day hospital psychiatrist and administrator. Inscribed on the hospital's Main Street front gate as "Norman Institute for Violently Mentally Insane." Legend has it that Dr. Griffin, a psychiatrist from North Carolina, personally chiseled the word "insane" off the sign in an early attempt to reduce the stigma of mental illness. Thousands of patients have received care at the hospital, which, at one time, employed hundreds of Oklahomans. It was a gated city within our city. The hospital had a dairy, a cattle operation, gardens, laundries, ice and power plants, and recreational areas for patients. Most patients had jobs within the institution. Doctors and administrators lived on the grounds with their families."

The Ad Hoc Committee is waiting for a proof of sign three. The Ad Hoc Committee is also waiting on a proof of sign number four, Ada Louis Sipuel Fisher Trail, and sign number five, Chickasaw Ranchers and Their Impact. After J&B Graphics has evaluated these signs, cost estimates will be obtained to ensure sufficient funds remain.

Mr. Riesland said the Historical Sign Budget is \$30,000 and the cost of the first sign was \$5,445.26; the cost of the second sign was \$6,227.29; and the cost of the third sign was \$6,431.94

Item 3, continued:

leaving a balance of \$11,887.51. The cost of the fourth sign will determine if adequate funds remain to complete the fifth sign. A potential second phase of the program would pay for any remainder of the fifth sign as well as a minimum of four additional signs.

Councilmembers fully supported the historical sign program and said they would like to see its continuation.

Items submitted for the record

1. PowerPoint presentation entitled, “Historical Signs: Progress Report”, dated April 28, 2022

* * * * *

Item 4 being:

PRESENTATION OF THE FINAL SUMMARY OF THE CAMPUS CORNER INFRASTRUCTURE PROJECT.

Mr. Riesland updated Councilmembers on the Campus Corner Infrastructure Project that allowed all fixtures to be rewired and upgraded to Light Emitting Diode (LED). He said voltage was dropped from 480 volts to 120 volts so Traffic Division personnel could provide future maintenance. No poles were replaced and the cost of the lighting and receptacle upgrades was just under \$200,000. He said the need to bore under the Presbyterian Church driveway onto White Street was discovered during the project and the Traffic Division provided the cost of \$1,200. Three poles were a different diameter than the fixtures so the Traffic Division financed three adapters at a cost of \$600 from its operating budget as well. Many receptacles were at high locations on the pole and were lowered for easier access/maintenance. The cost of the receptacle upgrades were included in the cost of the lighting upgrades and originally, not all poles had receptacles, but each pole now has a receptacle.

The breaker boxes are locked with the breaker in the “off” position and a key was provided to the Campus Corner Association on April 12, 2022, and they were shown which breaker controls the receptacles for Christmas lights, etc. All receptacles are currently at good working heights for merchants and locked breaker boxes with the breaker in the “off” position will eliminate the unintended use that had been occurring.

Mr. Riesland said the Campus Corner project removed all existing single space parking meters, which greatly reduced the number of obstacles in the sidewalks. The project included the placement of 14 new multi-space pay stations throughout Campus Corner and some remote areas received new single space parking meters (two on Asp Avenue north of White Street and seven on Buchanan Street). The cost of parking meter upgrades was just over \$107,000.

Mr. Riesland highlighted the project timeline as follows:

Item 4, continued:

- April 2021 – the City was contacted about the condition of the curbs and lighting around Campus Corner
- April 2021 - \$200,000 was allocated to fund sidewalk and curb repairs identified in the Community-Neighborhood Improvement Project
- April 2021 – Project was advertised for bidding
- May 17, 2021 – Bids were received and the low bidder was Rudy Construction for \$134,850
- May 25, 2021 – Council approved contract
- June 3, 2021 – Contractor began work
- August 13, 2021 – Work was completed prior to students returning to OU

The project area included Boyd Street to White Street and Asp Avenue to University Boulevard. The project scope included replacing 285 square yards (SY) of concrete; replacing 215 SY colored/stamped concrete; replacing 503 linear feet (LF) of curbs; painting 183 LF of curbs; replacing 28 SY of Americans with Disabilities (ADA) pipe rail barricade; and installing 132 LF of pipe rail barricade.

The contractor will adhere to all federal, state and local laws and ordinances and will refer to the City of Norman’s Engineering Design Criteria and Standard Specifications and Construction Drawings. New construction will meet ADA Guidelines and colored/stamped concrete will match existing colored/stamped concrete in the area.

The initial project budget was \$200,000 with a bid of \$134,850 and a change order in the amount of \$20,735 for total final project costs of \$155,585.

Chairman Holman asked how the balance of the funds would be used and Mr. Shawn O’Leary, Director of Public Works, said the money would go back into the Capital Fund for other projects. Councilmember Holman suggested using the remaining funds for other needed maintenance on Campus Corner. He said more signage is needed to guide drivers to the Asp Street parking lot because many drivers are unaware there is a public parking lot available on Asp Street.

Councilmembers were pleased with the results of the project and thanked Staff for their hard work on the Campus Corner Infrastructure Project.

Items submitted for the record

1. PowerPoint presentation entitled, “Campus Corner: Improvements Update, dated April 28, 2022

* * * * *

The meeting adjourned at 5:37 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

May 17, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 17th day of May, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Foreman, Hall, Holman, Peacock, Lynn, Schueler, Studley, Tortorello, Mayor Clark
ABSENT:	None

Item 1, being:

DISCUSSION REGARDING THE PROPOSED FYE 2023 CITY OF NORMAN BUDGET – ENTERPRISE FUNDS.

Ms. Kim Coffman, Budget Manager, said Council reviewed the Capital Fund on November 16, 2021; a Capital Fund mid-year review was held on February 15, 2022; General and Special Revenue Funds were reviewed on April 19, 2022; a public hearing regarding the budget was held on April 26, 2022; and the Capital Fund was reviewed again on May 3, 2022. She said tonight, Council will be reviewing Enterprise Funds and another public hearing regarding the budget will be held on May 24, 2022. An optional follow-up meeting regarding the budget may be held, if needed, on June 7, 2022, with final adoption of the budget proposed for June 14, 2022.

Enterprise Funds are operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public are financed or recovered primarily through user charges. She said Enterprise Funds include Water, Sanitation, and Water Reclamation, with two sub-funds in Water Reclamation that includes Sewer Maintenance and New Development Excise Tax.

Sanitation Fund

Ms. Coffman said the Sanitation Division annually collects more than 100,000 tons of solid waste and approximately 29,000 tons of yard waste that is placed in the Compost Facility; the City offers curbside recycling through Republic Services with a 90% participation rate and Republic collects more than 5,000 tons of recyclable material annually; and offers four recycling drop-off centers that collect more than 1,700 tons annually. She said the City added a new recycling hub at the Transfer Station that accepts scrap iron, wood, and glass, which the other three drop-off centers do not accept. She said 250 tons of glass is recycled annually.

Ms. Coffman highlighted a comparison of residential sanitation rates with other communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Ponca City, Stillwater, and Tulsa as well as out of state communities, i.e., Lawrence, Kansas; Denton, Texas; and Lubbock, Texas. She said services include spring and fall clean-up days; once a week solid waste collection; once a week yard waste collection; free brush drop-off; four

recycling drop-off centers; free compost (when available); and residential curbside recycling. Councilmember Holman said Norman provides more services than its competitors.

Sanitation rates were last increased in April 2011, to \$17.20 per unit per month which includes a \$3.00 curbside recycling charge; a \$0.20 Oklahoma Solid Waste Management charge; additional polycart for a charge \$7 per month; and estimated revenue at a growth rate of 1.8% per year.

Ms. Coffman said Major Sanitation Fund expenditures include:

- ❖ \$2,948,850 for fleet related replacement purchases;
- ❖ \$2.2 million for landfill tipping fees (expenses have increased 5% from FYE 22 to FYE 23);
- ❖ Recycling Contractor expense budgeted at \$1.56 million (no increase); and
- ❖ FYE 23 ending fund balance is \$6,383,547.

Major projects completed in FYE 22 include:

- ❖ Household Hazardous Waste Facility (Material Recovery Facility) - \$1.65 million; and
- ❖ Container Maintenance Facility - \$1.06 million.

Major projects from FYE 22 to be completed in FYE 23 include:

- ❖ New Sanitation Facility - \$2.54 million; and
- ❖ Compost Facility Scale House - \$420,000.

Major new projects for FYE 23 include:

- ❖ Transfer Station Renovations - \$1.3 million
 - Replacement of concrete floor
 - Parking improvements for hauling trucks
 - Fire suppression system
 - Building exterior improvements

Water Fund

Ms. Coffman said water production runs 24 hours per day, 365 days a year, and produces over 4.86 billion gallons annually. She said the Line Maintenance Division maintains over 635 miles of water pipe with diameters of six to 48 inches, 6,641 fire hydrants, and 13,240 valves. Line Maintenance repairs an average of 170 water line breaks each year; replaces over 3,000 feet of old deteriorated/undersized water mains; and maintains over 41,000 water meters.

Ms. Coffman highlighted the water rate history as follows:

- ❖ Inverted block rate adopted in 1999 to encourage conservation. Progressive rate structure charges higher rates to highest quantity water users and affects about 25% of residential customers;
- ❖ March 2006: Water rate increase approved;
- ❖ August 2010: Water rate increase failed;
- ❖ January 2015: Water rate increase was approved to current levels to fund Water Treatment Plant (WTP) Improvements and additional two million gallons per day (mgd) of groundwater supply; and
- ❖ April 22, 2022: Water rate increase failed.

Ms. Coffman highlighted current residential rate structures for Norman as follows:

Gallons	Rates (per 1,000/gallon)
Base Fee	\$6.00
0 – 5,000	\$3.35
5,001 – 15,000	\$4.10
15,001 – 20,000	\$5.20
Over 20,000	\$6.80

The City currently charges a summer surcharge of \$0.35 per 1,000 gallons during July and August for usage of 20,000 gallons per month (gpm) or more. There is also a mandatory year round odd/even watering rotation schedule for customers.

Ms. Coffman highlighted a comparison of residential water rates for several communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Ponca City, Stillwater, and Tulsa as well as out of state communities, i.e., Lawrence, Kansas; Denton, Texas; and Lubbock, Texas. She said Norman’s rates are below benchmark cities as the average cost based on 10,000 gpm in other cities is \$60, Norman’s is \$44.75, which is 20% below the average.

Major revenue assumptions for the Water Fund in FYE 22 include an estimated growth rate of 2%. Water connection charges for all meter sizes are as follows:

Meter Size	Effective April 22, 2022	Effective April 22, 2023
3/4 inch	\$1,250.00	\$ 1,500.00
1 inch	\$2,083.75	\$ 2,500.00
1.5 inch	\$4,166.25	\$ 4,999.50
2 inch	\$8,333.75	\$10,000.50

Water Fund expenditure assumptions include:

- ❖ \$1,240,330 budgeted for interim water purchase contract from Oklahoma City (OKC);
- ❖ \$1,148,314 for Central Oklahoma Master Conservancy District raw water purchase, which includes the replacement of Del City’s raw water line and Norman’s share is 43%;
- ❖ \$247,679 included in FYE 23 Budget for fleet related replacement purchases and other equipment (Water Treatment and Water Line Maintenance); and
- ❖ Ending fund balance estimated to be \$1,444,078 (balance in FYE 24 estimated to be negative \$19,425,693 due to construction timing).

Ms. Coffman highlighted water projects as follows:

- ❖ Major projects completed in FYE 23
 - FYE 2015 Water Wells/Supply Lines - \$10.7 million;
 - Robinson Street Water Line, Phase IV, 24th Avenue N.E. to WTP - \$2.3 million;
 - Gray Street and Tonhawa Street Water Line Replacement - \$2.3 million;
 - Interstate Drive Water Line Replacement - \$1.4 million;
 - Water Distribution Sampling Stations - \$100,000;
 - Groundwater Blending Site Acquisition - \$900,000; and
 - Water Treatment Plant (WTP) Future Expansion Land Acquisition - \$500,000.

- ❖ Major new projects for FYE 22 to be completed in FYE 23:
 - Water Line Replacement: Flood Avenue to Robinson Street to Venture Avenue - \$4.2 million;
 - James Garner Avenue Water Line Replacement
 - Library to Robinson Street (being completed as part of Flood/Robinson project)
 - Main Street to Duffy Street - \$1.1 million;
 - Porter Avenue Water Line Replacement – \$2.3 million (collaboration with Public Works);
 - Jenkins Avenue Water Line Replacement - \$700,000 (collaboration with Public Works);
 - Southlake Addition Water Line Replacement - \$1.2 million;
 - Phase I of Advanced Water Metering - \$3.2 million;
 - Connection of Wells No. 5, 6, and 52 - \$750,000;
 - Disinfection Improvements for Groundwater System - \$2 million;
 - WTP Solar Array - \$1.4 million;
 - WTP Carbon Dioxide Replacement - \$385,000; and
 - Line Maintenance Building - \$7 million (joint funding with Wastewater Reclamation Facility (WRF) Fund).
- ❖ Major New Water Projects for FYE 23:
 - Water Line Replacement: Danfield Drive between Brookhaven Boulevard - \$810,000;
 - Water Line Replacement: Tecumseh Road from 24th Avenue N.W. to Journey Parkway - \$428,000; and
 - WTP Clarifier Rehabilitation - \$400,000.
- ❖ Future Water Projects (subject to funding) include:
 - Flood Avenue Water Line: Gray Street to Robinson Street - \$1.9 million;
 - Annual Water Line Replacement Program - \$3.3 million annually;
 - Robinson Street 30-Inch Water Line: 24th Avenue N.E. to Flood Avenue - \$9.7 million;
 - Alameda Street 24-Inch Water Line: 24th Avenue N.E. to Carter Avenue - \$3.5 million.
 - Hall Park Water Line Replacement - \$440,000;
 - Southeast Norman Water Tower - \$3.5 million; and
 - Robinson Street Water Tower - \$773,000.

Ms. Coffman said another source for increasing water demand could include Lake Thunderbird augmentation where wastewater from the Water Reclamation Facility (WRF) would be treated to augment Lake Thunderbird, which would then be re-treated at the WTP for drinking water. Mr. Chris Mattingly, Director of Utilities, said Staff is doing a pilot project and working to get Midwest City and Del City onboard with the project. He said it is predicted the great western drought will creep across Oklahoma in future years so Del City and Midwest City need to know that although the water supply is good right now, a drought is coming and cities need to plan ahead for that.

Mayor Clark said Mayor Heikkila needs to be brought up to date on the reuse project because he needs to be the biggest advocate for the project. She said this project is extremely important to Norman's long-term water supply and Councilmembers needs to be onboard as well.

Water Reclamation Fund

Ms. Coffman highlighted WRF performance and said the WRF has an average flow of 10.9 Million gallons per day (mgd) and has 99.1% removal of Carbonaceous Biochemical Oxygen Demand (CBOD); 98.5% removal of Total Suspended Solids (TSS); 96% removal of Ammonia; and 69 Most Probable Number (MPN)/100 Mixed Liquid Suspended Solids (mls) Escherichia Coli (E. Coli) limits. She said the E. Coli permit limit is 630 MPN/100 mls.

Ms. Coffman said Sewer Line Maintenance maintains almost 520 miles of sewer lines and over 12,000 manholes; cleans over 1.4 million feet of sewer lines each year; and inspects and records over 250,000 feet of sewer lines. She said over the last 20 years, the City has reduced sanitary sewer overflows by 90%.

Ms. Coffman highlighted comparable residential water reclamation rates for the cities previously mentioned and said Lawton is the only city with a lower rate than Norman.

Major revenue assumptions for the Water Reclamation Fund include residential wastewater service rates increased in November 2013. Current rates are \$5.00 base plus \$2.70 per 1,000 gallons of treated wastewater. Ms. Coffman said user fee revenues for FYE 23 are budgeted at a projected 2% increase from FYE 22. The FYE 22 fund balance is projected to be \$1,771,231 and \$1,112,792 in FYE 23.

Ms. Coffman highlighted Water Reclamation Fund expenditure assumptions as follows:

- ❖ Major projects for FYE 22 carried into FYE 23
 - WRF Solar Array - \$3.2 million
 - Centrifuge Replacement - \$3 million
 - Reuse pilot study - \$3.1 million; and
 - Line Maintenance Building - \$3.2 million (shared with Water Fund).
- ❖ Major projects deferred to FYE 23 include:
 - Storage Building - \$1.1 million; and
 - Main Control Building Renovation with Laboratory - \$3.5 million.

Sewer Maintenance Fund

Ms. Coffman said the main source of Sewer Maintenance Fund revenue comes from a \$5.00 per month sewer maintenance rate approved in 2001. She said *all* Sewer Maintenance Rate Projects must be on a pay-as-you-go basis. Since 2001, over 461,000 feet of sewer lines has been rehabilitated.

Ms. Coffman highlighted Sewer Maintenance Fund projects as follows:

- ❖ Major projects for FYE 22 and FYE 23
 - Sewer Maintenance Project 17 - \$2.3 million (complete);
 - Sewer Maintenance Project 18 - \$2.9 million;
 - Sewer Maintenance Project 19 – \$2.6 million; and
 - Lift Station D Force Main - \$1 million.

New Development Excise Tax Fund

The main source of revenue for the New Development Excise Tax Fund comes from building permits for new construction based on wastewater generated. Ms. Coffman said FYE 23 revenues are projected to be \$1.4 million (\$1.1 million from residential projects and \$0.3 million from commercial projects). Ms. Coffman said future projects include a future Lift Station with a cost of \$900,000.

Total Utility Rates

Ms. Coffman highlighted comparisons for total utility rates for several Oklahoma communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Ponca City, and Tulsa as well as out of state communities, i.e., Lawrence, Kansas; Denton, Texas; and Lubbock, Texas. She said Norman has the lowest rates of all comparable communities, except Ardmore. She said many of these comparable rates include a Stormwater Utility Fee that Norman does not have with fees ranging from \$1 per month to \$9.98 per month.

Councilmember Holman said there has been no water rate increase since 2015, or sanitation rate increase since 2011, so this has been remarkable management of funds by Staff. He said this shows good use of resources and having the lowest rates of comparable cities is notable.

Mr. Mattingly said Raftelis will be performing a Cost of Services Study to determine what customers should be paying to keep utility services at current levels.

Councilmember Studley said Ward One is a densely populated area with many apartments and if those sewer lines are not replaced, it could be disastrous. Mr. Anthony Francisco, Director of Finance, said the Bishop Creek sewer line was upsized in 2005, which is the main service line for the neighborhood. He said engineers told the City that current sewer lines in the neighborhood would not meet demand of future development if the lines were not upsized.

Mr. Darrel Pyle, City Manager, said there had been questions about the life of modern Polyvinyl chloride PVC in the sewer application and how long those pipes will last and Mr. Mattingly said the pipe is expected to last at least 50 years and could last up to 100 years. He said the pipe also deters stormwater from seeping into the pipes, which can cause problems for the City and property owners.

Councilmember Schueler said 14 of the comparable cities have a Stormwater Utility Fee (SWU), which Norman currently does not have, but is critically needed.

Items submitted for the record

1. PowerPoint presentation entitled, “City of Norman Fiscal Year Ending 2023 Budget – Enterprise Funds,” dated May 17, 2022

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The meeting was adjourned at 6:20 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL SESSION

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, May 24, 2022 at 5:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Clark called the Meeting to Order at 5:30 p.m.

ROLL CALL

Mayor Clark
Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 5 Rachar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED UNDER OKLAHOMA STATUTES, TITLE 25 307(B)(4) CONFIDENTIAL COMMUNICATIONS BETWEEN THE CITY COUNCIL AND ITS ATTORNEY CONCERNING A PENDING INVESTIGATION, LITIGATION, OR PROCEEDING IN THE PUBLIC INTEREST, IN THE CASE OF SMITH VS. CITY OF NORMAN, EQUAL EMPLOYMENT OPPORTUNITY COUNCIL (EEOC) CHARGE OF DISCRIMINATION NO. 564-2022-00673.

Motion to adjourn out of the Special Session and convene into an Executive Session made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 6 Foreman.

Item 1, continued:

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley; Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, and Councilmember Ward 8 Peacock

The City Council convened into Executive Session at 5:31 p.m. Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney were in attendance at the Executive Session.

Motion to adjourn out of the Executive Session and reconvene the Special Session made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 4 Hall.

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, and Councilmember Ward 8 Peacock.

The Special Session reconvened at 6:20 p.m.

The Mayor said confidential communications between the City Council and its attorney concerning a pending investigation, litigation, or proceeding in the public interest, in the Case of Smith vs. City of Norman, Equal Employment Opportunity Council (EEOC) Charge of Discrimination No. 564-2022-00673 was discussed in Executive Session. No. action was taken and no votes were cast.

* * * * *

ADJOURNMENT

The Meeting Adjourned at 6:21 p.m.

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, July 12, 2022 at 5:00 PM

MINUTES

City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:00 p.m.

ROLL CALL

Present:

- Mayor Heikkila
- Councilmember Ward 1 Brandi Studley
- Councilmember Ward 2 Lauren Schueler
- Councilmember Ward 4 Lee Hall
- Councilmember Ward 7 Stephen Holman
- Councilmember Ward 8 Matthew Peacock

Absent:

- Councilmember Ward 3 Kelly Lynn
- Councilmember Ward 6 Elizabeth Foreman

Tardy:

Councilmember Ward 5 Rachar Tortorello arrived at 5:15 p.m.

AGENDA ITEMS

- 1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4), TO DISCUSS PENDING LITIGATION ASSOCIATED WITH SHAZ INVESTMENT GROUP, L.L.C, VS. THE CITY OF NORMAN, CASE CJ-2021-1044-TB, AND DOUGHTY ET AL VS. CENTRALSQUARE TECHNOLOGIES, L.L.C., CASE CIV-20-500-G AND AS AUTHORIZED UNDER TITLE 25 § 307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET.

Motion to adjourn out of the Special Session and convene into an Executive Session made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley; Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 7 Holman, and Councilmember Ward 8 Peacock

The City Council convened into Executive Session at 5:03 p.m. Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney were in attendance at the Executive Session.

Motion to adjourn out of the Executive Session and reconvene the Special Session made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley; Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, and Councilmember Ward 8 Peacock

The Special Session reconvened at 6:28 p.m.

The Mayor said pending litigation associated with Shaz Investment Group, L.L.C., vs. the City of Norman, Doughty Et Al vs. Centralsquare Technologies, L.L.C., and the possible purchase of real property located at 1210 West Robinson Street were discussed in Executive Session. No. action was taken and no votes were cast.

* * * * *

ADJOURNMENT

The Meeting Adjourned at 6:30 p.m.

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 12, 2022 at 6:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 6:30 p.m.

ROLL CALL

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 3 Kelly Lynn
Councilmember Ward 6 Elizabeth Foreman

PLEDGE OF ALLEGIANCE

Mayor Heikkila led the Pledge of Allegiance

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 1, 2022
 CITY COUNCIL STUDY SESSION MINUTES OF FEBRUARY 15, 2022
 CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 22, 2022
 CITY COUNCIL STUDY SESSION MINUTES OF MARCH 1, 2022
 CITY COUNCIL MINUTES OF MAY 10, 2022
 NORMAN UTILITIES AUTHORITY MINUTES OF MAY 10, 2022
 NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 10, 2022
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 10, 2022

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
2. City Council Study Session minutes of February 1, 2022
3. City Council Study Session minutes of February 15, 2022
4. City Council Conference minutes of February 22, 2022
5. City Council Study Session minutes of March 1, 2022
6. City Council minutes of May 10, 2022
7. Norman Utilities Authority minutes of May 26, 2022
8. Norman Municipal Authority minutes of May 10, 2022
9. Norman Tax Increment Finance Authority minutes of May 10, 2022

The Minutes were Approved.

* * * * *

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS WATER'S WORTH IT™ MONTH IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 2, continued:

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
- 2. Proclamation P-2223-1

Participants in discussion

- 1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
- 2. Ms. Michele Loudenback, Environmental and Sustainability Manager, accepted the proclamation and thanked the Council

Receipt of the Proclamation was Acknowledged.

* * * * *

- 3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2022, AS LAKES APPRECIATION MONTH AND THE WEEK OF JULY 25TH AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
- 2. Proclamation P-2223-2

Participants in discussion

- 1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
- 2. Ms. Michele Loudenback, Environmental and Sustainability Manager, accepted the proclamation and thanked the Council

Receipt of the Proclamation was Acknowledged.

* * * * *

COUNCIL ANNOUNCEMENTS

City Council Retreat. Councilmember Studley reminded residents about the City Council Retreat that will be held on Friday, July 22nd and Saturday, July 23rd. She said Council will be setting their agenda of items that they want to implement in the City. She said Council would love input. She has posted this on Facebook and asked her constituents or anyone who had an issue or idea to contact her. She said she could be emailed at Ward1@normanok.gov.

Council Announcements, continued:

City Council Retreat, continued. Councilmember Schueler said the City Council Retreat allows City Council to do their planning for the upcoming year. She said the Retreat is where they decide what topics are going to be discussed in their committee meetings. She asked citizens to contact her at Ward2@normanok.gov with suggestions.

Councilmember Tortorello asked constituents to go the poll he has posted on his Ward Page and select the items they want him to discuss during the retreat. He said suggestions can be added.

Councilmember Holman encouraged anyone in Ward 7 to reach out to him. His phone number is on the website and his email address is Ward7@normanok.gov. He said the retreat is a yearly opportunity for City Council to plan for things but it is also the only opportunity for Council to become acquainted and learn more about each other. He said they all have different lives and represent thousands of different people.

Councilmember Peacock said local government is the most important form of government because it is the closest to the people. He asked residents to let their voice be heard.

*

Eat Norman Restaurant Week. Councilmember Schueler said this week is "Eat Norman Restaurant Week" which lasts ten days beginning July 8 and ending July 17. She said money raised during this ten-day period will be donated to Food and Shelter, Inc. She said information about bars and restaurants who are participating is available on the VisitNorman App or their website. She urged people to support local businesses.

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Summer Sidewalk Sale. Councilmember Schueler said the Summer Sidewalk Sale starts on July 15 and runs through July 17. She said the Chamber of Commerce website has more information.

*

McGee Drive Reconstruction Project. Councilmember Schueler said the McGee Drive Reconstruction Project from Highway 9 to Westbrooke Terrace will begin on Wednesday, July 13, starting on the southbound lane. She said McGee Drive is buckling in places and this project will take approximately 4 months. She said detours are expected.

*

Moore-Lindsay Historical Museum. Councilmember Grant announced that the Moore-Lindsey Historical House Museum has a "Sundown Town" exhibit that runs from June 18 through October 29. She said admission is free and recommended it to everyone.

*

Council Announcements, continued:

Information about Ward 4. Councilmember Grant said she just received her Ipad and phone and asked constituents to be patient with her as she catches up on what is all that is happening in Ward 4.

*

Water Conservation. Councilmember Holman reminded everyone that the City is on year round odd/even watering and it is a good idea to conserve whenever possible. He reminded everyone that Lake Thunderbird is classified an "Impaired Body of Water" and everyone needs to be conscious of that.

* * * * *

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 18 be placed on the consent docket.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 1 Studley.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 4 through Item 18 were Placed on the Consent Docket.

* * * * *

Reports/Communications

- 4. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER’S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 4, continued:

Items submitted for the record

1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
2. Memorandum dated June 27, 2022, from Rachel Croft, Staff Engineer, through Chris Mattingly, P.E., Director of Utilities, to Darrel Pyle, City Manager
3. Change Order No. One to Contract K-2122-48

The City Manager's Contract and Change Order Report was Submitted and Acknowledged.

* * * * *

Request for Payment

5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
2. Invoice 082865 dated July 1, 2022, in the amount of \$65,000 from Oklahoma Municipal League

Payment of Dues Assessment in the Amount of \$65,000 to Oklahoma Municipal League was Approved.

* * * * *

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2023 DUES ASSESSMENT IN THE AMOUNT OF \$74,711 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2023.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 6, continued:

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Brenda Hall, City Clerk
- 2. Invoice 7524 dated July 1, 2022, in the amount of \$68,856 from the Association of Central Oklahoma Governments

Payment of Dues Assessment in the Amount of \$68,856 to the Association of Central Oklahoma Governments was Approved.

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Acceptance of Deed

- 7. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Frederick Duke, Procurement Analyst
- 2. Inventory of Goods to be Auctioned

Declaration of Surplus and/or Obsolete Equipment and Materials was Approved and the Sale or Disposal Thereof was Authorized.

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Easement

- 8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2223-2: A PERMANENT PUBLIC SIDEWALK EASEMENT DONATED BY BILL ROBERT AND MARY R. NOELKER AT 2504 LANGLEY COURT IN THE ST. JAMES PARK, SECTION 3 ADDITION. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF CEDAR LANE ROAD AND EAST 24TH AVENUE NW.)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 8, continued:

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Jack Burdett, Subdivision Development Coordinator
- 2. Easement E-2223-2 with Exhibit "A", location map and legal description
- 3. Location map

Easement E-2223-2 was Accepted.

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Contracts

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$9,563.46 FOR A REVISED AMOUNT OF \$195,661.54 FOR THE GROVER LANE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT OF \$14,216.40 FOR THE GROVER LANE RECONSTRUCTION PROJECT

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Joseph Hill, Streets Program Manager
- 2. Change Order No. One to Contract K-2122-5
- 3. Before and After Photographs of the Project
- 4. Project location map

Change Order No. One to Contract K-2122-5 was Approved, the Project was Accepted, and Final Payment in the Amount of \$14,216.40 was Approved.

* * * * *

10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-1 AND CONTRACT K-2223-1; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., IN THE AMOUNT OF \$1,124,371.50 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 1, PERFORMANCE BOND B-2223-1; STATUTORY BOND B-2223-2; MAINTENANCE BOND MB-2223-1, AND RESOLUTION R-2223-1 GRANTING TAX-EXEMPT STATUS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Joseph Hill, Streets Program Manager
- 2. Contract K-2223-1
- 3. Performance Bond B-2223-1
- 4. Statutory Bond B-2223-2
- 5. Maintenance Bond MB-2223-1
- 6. Resolution R-2223-1
- 7. Project location map

The Bid was Awarded to Arroyo's Concrete, Contract K-2223-1 and Associated Bonds were Approved, and Resolution R-2223-1 was Adopted.

* * * * *

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-3: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICES, WILDLIFE SERVICES IN THE AMOUNT OF \$20,000 FOR THE ANNUAL FINANCIAL/WORK PLAN FOR CONTROL OF AQUATIC RODENTS EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Jason Murphy, Stormwater Program Manager
- 2. Contract K-2223-3

Contract K-2223-3 was Approved.

* * * * *

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-3 AND CONTRACT K-2223-4 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$614,478.48 FOR THE ASPHALT PREVENTIVE MAINTENANCE PROJECT, FYE 2022 AND 2023 LOCATIONS, PERFORMANCE BOND B-2223-5; STATUTORY BOND B-2223-6; MAINTENANCE BOND MB-2223-3, AND RESOLUTION R-2223-3 GRANTING TAX-EXEMPT STATUS

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Joseph Hill, Streets Program Manager
- 2. Contract K-2223-4
- 3. Performance Bond B-2223-5
- 4. Statutory Bond B-2223-6
- 5. Maintenance Bond B-2223-3
- 6. Resolution R-2223-3
- 7. Project Location Map
- 8. List of locations

The Bid was Awarded to Innovative Roadway Solutions, L.L.C., Contract K-2223-4 and Associated Bonds were Approved, and Resolution R-2223-3 was Adopted.

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13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-7: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DUKE’S SALES AND SERVICE, INC., IN THE AMOUNT OF \$169,000 TO PROVIDE ROOT CONTROL FOR SANITARY SEWER MAINS THROUGHOUT THE CITY OF NORMAN.

Acting as the Norman Utilities Authority

Motion made by Trustee Ward 7 Holman, Seconded by Trustee Ward 8 Peacock.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Studley, Trustee Ward 2 Schueler, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Scott Aynes, Line Maintenance Manager
- 2. Contract K-2223-7

Contract K-2223-7 was Approved.

* * * * *

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2223-9: A CONTRACT BY AND BETWEEN THE

NORMAN UTILITIES AUTHORITY, THE OKLAHOMA WATER RESOURCES BOARD AND THE U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF \$5,900 TO PROVIDE FOR CANADIAN RIVER WATER QUALITY AND WATER QUANTITY MONITORING THROUGH JUNE 30, 2023.

Acting as the Norman Utilities Authority

Motion made by Trustee Ward 7 Holman, Seconded by Trustee Ward 8 Peacock.

Voting Yea: Chairman Heikkila, Trustee Ward 1 Studley, Trustee Ward 2 Schueler, Trustee Ward 4 Grant, Trustee Ward 5 Tortorello, Trustee Ward 7 Holman, Trustee Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Nathan Madenwald, Utilities Engineer
- 2. Contract K-2223-9

Contract K-2223-9 was Approved.

* * * * *

Resolutions

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-11: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY KEITH NELSON UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *KEITH NELSON V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-01836 F; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 15, continued:

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Jeanne Snider, Assistant City Attorney
- 2. Resolution R-2223-11
- 3. Settlement calculations

Resolution R-2223-11 was Adopted.

* * * * *

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-12: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$17,018.47 FROM THE RISK FUND BALANCE TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Jami Short, Traffic Engineer
- 2. Resolution R-2223-12

Resolution R-2223-12 was Adopted.

* * * * *

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE ANNUAL NON-COMPETITIVE GRANT APPLICATIONS UNDER 49 U.S.C. §§ 5307 AND 5339 AND ANY CORRESPONDING REQUIRED ASSURANCES OR OTHER SUPPORTING DOCUMENTATION ON BEHALF OF THE CITY OF NORMAN WITH THE U.S. DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PUBLIC TRANSIT IN URBANIZED AREAS AND BUS AND BUS FACILITIES PLANNING, CAPITAL, AND/OR ASSISTANCE PROJECTS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAMMING OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Taylor Johnson, Transit and Parking Program Manager
- 2. Resolution R-2223-15

Resolution R-2223-15 was Adopted.

* * * * *

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,000 FROM THE GENERAL FUND BALANCE AND \$7,000 FROM THE REIMBURSEMENTS-MISC. RISK MANAGEMENT ACCOUNT FOR PAYMENT OF EXPENSES INCURRED FOR THE CARE OF ANIMALS SEIZED BY THE NORMAN ANIMAL WELFARE DIVISION.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items submitted for the record

- 1. Staff Report dated July 12, 2022, from Jeanne Snider, Assistant City Attorney with Attachment A, List of Animals Removed from 5701 East Robinson Street on April 12, 2022; and Attachment B, Cost of Care, City of Norman vs. Stachmus and Anglin, District Court of Cleveland County, CJ-2022-424
- 2. Resolution R-2223-16

Participants in discussion

- 1. Mr. Darrel Pyle, City Manager
- 2. Ms. Jeanne Snider, Assistant City Attorney

Resolution R-2223-16 was Adopted.

* * * * *

Approval of the Consent Docket

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

This is the end of the Consent Docket. Item 1 through Item 18 were Approved on the Consent Docket.

* * * * *

MISCELLANEOUS COMMENTS

None.

ADJOURNMENT

The Meeting Adjourned at 7:13 p.m.

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, August 09, 2022 at 5:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:30 p.m.

ROLL CALL

Present:

- Mayor Heikkila
- Councilmember Ward 1 Brandi Studley
- Councilmember Ward 2 Lauren Schueler
- Councilmember Ward 3 Kelly Lynn
- Councilmember Ward 4 Lee Hall
- Councilmember Ward 5 Tortorello
- Councilmember Ward 7 Stephen Holman

Absent:

- Councilmember Ward 6 Elizabeth Foreman
- Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

- 1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH SHAW ET AL. V. THE CITY OF NORMAN, 10TH CIRCUIT CASE 22-6106.

Motion to adjourn out of the Special Session and convene into an Executive Session made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 5 Tortorello.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley; Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, and Councilmember Ward 7 Holman

The City Council convened into Executive Session at 5:32 p.m. Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney were in attendance at the Executive Session.

Motion to adjourn out of the Executive Session and reconvene the Special Session made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 1 Studley.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Studley; Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Grant, Councilmember Ward 5 Tortorello, and Councilmember Ward 7 Holman

The Special Session reconvened at 6:12 p.m.

The Mayor said pending litigation associated with Shaw Et Al vs. the City of Norman was discussed in Executive Session. No. action was taken and no votes were cast.

* * * * *

ADJOURNMENT

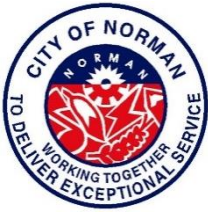
The Meeting Adjourned at 6:13 p.m.

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 23, 2022

REQUESTER: Reapportionment Ad Hoc Committee

PRESENTER: Joyce Green, GIS Services Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF

BACKGROUND:

Article XX, Section 3 of the City Charter requires the Reapportionment Ad Hoc Committee pass and refer to the City Council a resolution equalizing the city's population among the City Council wards subsequent to the issuance of the Federal Decennial Census. The Federal Decennial Census was conducted in 2020 and the data was issued in 2021.

DISCUSSION:

At the time of the 2020 Census, the difference in population between the largest and smallest ward was 4,386 persons, which is 27.41% of the mean ward population of 16,003. This range of population among the Council Wards after a Decennial Census necessitated the realignment of ward boundaries to equalize the number of citizens that each Councilmember represents. The Reapportionment Ad Hoc Committee held a regular meeting on May 25, 2022 to adjust the population among the wards and reached consensus to forward for public comment on June 15, 2022.

The proposed plan reduces the overall range from the mean ward population to 1,580 persons, which is 10% of the mean ward population of 16,003. If adopted all wards will be modified by the proposal. This proposal could potentially affect ward-specific appointments to the Greenbelt Commission, the Reapportionment Ad Hoc Committee, and the Public Safety Sales Tax Citizen Oversight Committee. Therefore, the ordinance implementing the plan provides that existing ward-specific appointees will finish their term before the new boundaries will be applied.

No citizens spoke at the June 15, 2022, Public Hearing. On July 6, 2022, the Reapportionment Commission held a regular meeting, at which time the Commissioners voted to forward Resolution RAHCR-2223-1 to City Council for consideration. On July 26, 2022, a Public Hearing was held to present the proposal to City Council. Ordinance No. O-2223-8 is presented to the City Council for their action.

RECOMMENDATION:

The Reapportionment Ad Hoc Commission unanimously recommends that the City Council adopt the above referenced Ordinance upon First Reading by title and attached Ward Map (Exhibit A), on August 23, 2022, followed by Second and Final Reading on September 13, 2022.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 1. The City of Norman is hereby reapportioned into eight (8) wards, one (1) through eight (8) respectively.

§ 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua

Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road;

thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to the City boundary; thence East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson

Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

§ 10. That a map has been drawn reflecting the boundaries set forth in Sections 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.

§ 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

§ 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.

§ 13. Severability. If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

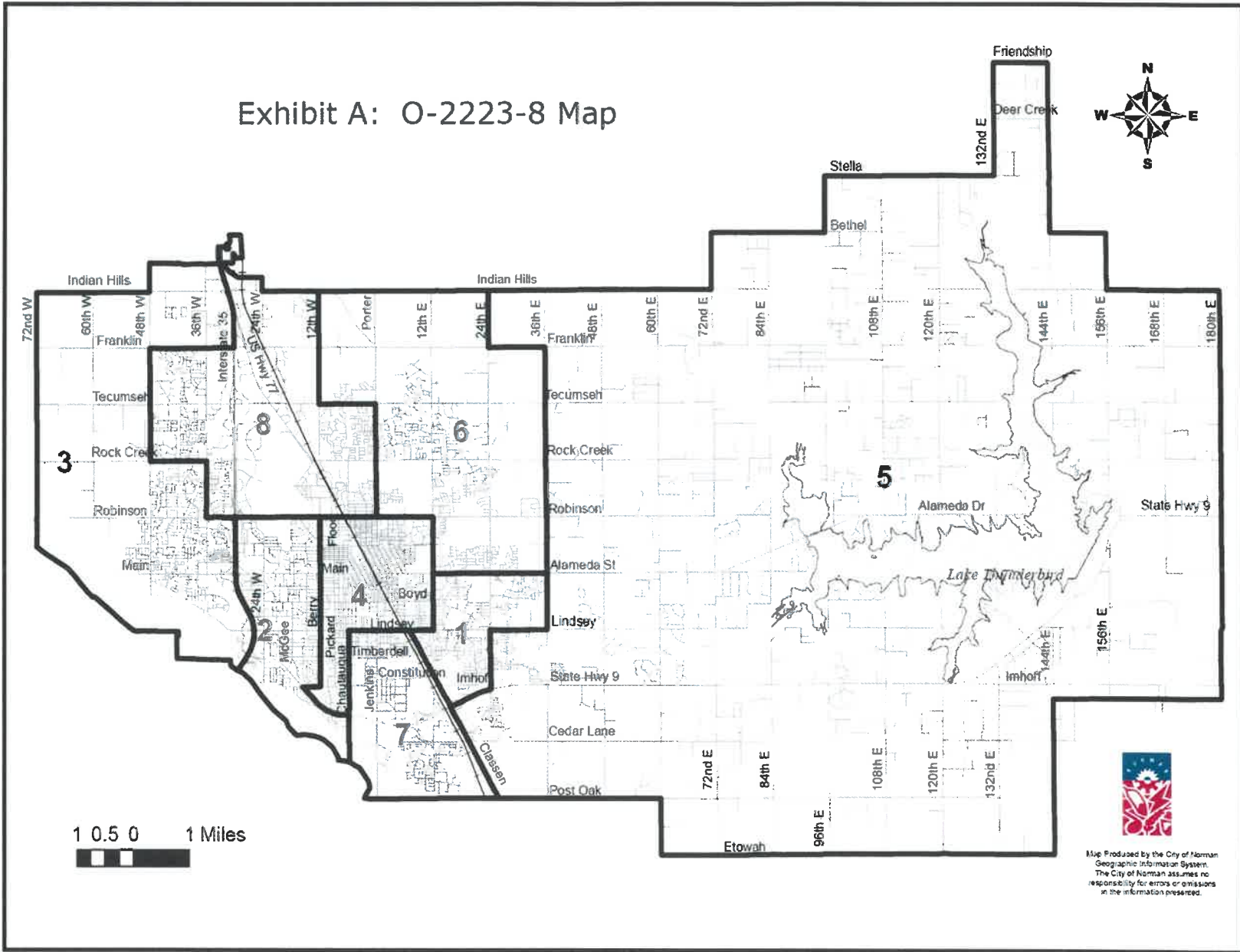
(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Exhibit A: O-2223-8 Map



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. The City of Norman is hereby reapportioned into eight (8) wards, one (1) through eight (8) respectively.
- § 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 48th Avenue N.E.; thence South on 48th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence West on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street.~~

Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at a the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to 24th Avenue N.W.; thence Southerly on 24th Avenue N.W. to Dakota Street; thence East on Dakota Street to Rosewood Drive; thence South on Rosewood Drive to Iowa Street; thence East on Iowa Street to Sherry Avenue; thence North on Sherry Avenue to Denison Drive; thence East on Denison Drive to Berry Road; thence South on Berry Road to Imhoff Road; thence East on Imhoff Road to Chautauqua Avenue; thence south on Chautauqua Avenue to the Southern City limits; thence Northwest along the Southern boundary of the City to that point which intersects Interstate Highway 35.~~

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~That portion of the City West of a line beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to the Northern City limits (Indian Hills Road).~~

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road;

thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Acres Street; thence East on Acres Street to Flood Avenue; thence North on Flood Avenue to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence south on 12th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to the BNSF railroad track; thence northwesterly along the BNSF railroad track to Brooks Street; thence West on Brooks Street to Elm Avenue; thence North on Elm Avenue to Boyd Street; thence West on Boyd Street to Chautauqua Avenue; thence South on Chautauqua Avenue to Imhoff Road; thence West on Imhoff Road to Berry Road.~~

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~That portion of the City East of a line beginning at a point where the South boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence East on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 48th Avenue S.E.; thence North on 48th Avenue S.E. to Alameda Street; thence West on Alameda Street to 36th Avenue N.E.; thence North on 36th Avenue N.E. to the~~

~~intersection with the Northern boundary of the City (Indian Hills Road).~~

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road; thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Rock Creek Road and 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road; thence East on Indian Hills Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Rock Creek Road; thence West on Rock Creek Road to 12th Avenue N.W.~~

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Boyd Street; thence East on Boyd Street to Elm Avenue; thence South on Elm Avenue to Brooks Street; thence East on Brooks Street to the BNSF railroad tracks; thence Southeast along the BNSF railroad tracks to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence South along 12th Avenue S.E. to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the point of beginning.~~

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Robinson Street and 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue, N.W. to the Northern City limits, said point being one half mile North of Indian Hills Road; thence East along the Northern City limits to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Rock Creek Road; thence East on Rock Creek Road to 12th Avenue N.E.; thence South on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Flood Avenue; thence South on Flood Avenue to Acres Street; thence West on Acres Street to Berry Road; thence North on Berry Road to Denison Drive; thence West on Denison Drive to Sherry Avenue; thence South on Sherry Avenue to Iowa Street; thence West on Iowa Street to Rosewood Drive; thence North on Rosewood Drive to Dakota Street; thence West on Dakota Street to 24th Avenue N.W.; thence Northerly on 24th Avenue N.W. to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.~~

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to the City boundary; thence

East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

- § 10. That a map has been drawn reflecting the boundaries set forth in Sections 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.
- § 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- § 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.
- § 13. Severability. If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

May 25, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Executive Conference Room of the Norman Municipal Building at 201 West Gray Street on Wednesday, May 25, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:

CALL TO ORDER.

Joyce Green called the meeting to order at 6:36 p.m.

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Item No. 2, being:

ROLL CALL.

MEMBERS PRESENT

- Alli Penner, Ward 1
- Lisa Schmidt, Ward 2
- Wade Stewart, Ward 3
- Sara McFall, Ward 4
- Maria Kindell, Ward 5
- Joshua Whittington, Ward 6
- Alison Behrens Braly, Ward 7
- Rebecca Oubre, Ward 8
- Christopher Tall Bear, At Large

MEMBERS ABSENT

None

A quorum was present.

CITY STAFF PRESENT

- Joyce Green, GIS Services Manager
- Kathryn Walker, City Attorney
- Roné Tromble, Administrative Technician

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Item No. 3, being:

ELECTION OF OFFICERS.

Lisa Schmidt nominated Christopher Tall Bear as Chair, who accepted the nomination. Joshua Whittington volunteered to serve as Vice Chair. Sara McFall volunteered to serve as Secretary.

Alison Braley moved to accept the nominations. Alli Penner seconded the motion. The motion passed unanimously on a voice vote.

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ITEMS SUBMITTED FOR THE RECORD.

1. Staff Memo: First Meeting of the Reapportionment Ad Hoc Committee
2. ARTICLE XX: REAPPORTIONMENT Section from Charter
3. Memo: Legal Standards for Reapportionment of Ward Boundaries
4. City Council Wards with 2020 Precincts map
5. Residential Construction Permit Activity 2011-2020 map
6. Current Plat Activity map, through March 31, 2022

Item No. 4, being:

ORIENTATION OF MEMBERS.

Ms. Walker talked about the Open Meeting Act. All of our Boards and Commissions are subject to the Open Meeting Act. All of our meetings will have a publicly posted agenda. Anyone can come in and watch the meeting.

We did this process last fall; it did not end with a new map. We have talked about streaming these meetings because no one came to the meetings last time, as I recall, but they were really curious about the process; lots of doubt about whether the process was a good process.

The Charter says the wards have to be formed so as to equalize, as nearly as practicable, the population of the wards. In addition, each ward should be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. Ward lines shall not create artificial corridors which, in effect, separate voters from the ward to which they most naturally belong.

State Statute has similar language. Wards and ward boundaries shall be reviewed and changed as necessary to form compact and contiguous territory and wards that are substantially equal in population.

We also have to look at not splitting precincts to the extent reasonably possible. One of the issues with the process in our Charter and the timelines it has for doing reapportionment is it put us far ahead of when the County actually redrew their precincts, so it's much better to do it now, when we have new precinct lines, because we can honestly say we tried not to split precincts.

There are two primary goals, and equalizing population is definitely number one. When you see Congressional redistricting, that is really the major consideration and they're talking exact population. For local races, it doesn't have to be exact. You can deviate somewhat to maintain communities of common interest, ethnic background,

and geographic compactness, but they have to be substantially equal in population. The Safe Harbor Rule in case law provides that if your smallest ward and your largest ward do not deviate more than 10% in population, your map is presumed to be permissible. That is something we want to really keep our eyes on, and the software we have will automatically update those population numbers as you move boundaries around, so it's very easy to know the impact of those lines.

Then we want compact and contiguous territory. You hear a lot about gerrymandering. You're going to end up with some odd-shaped wards just to get the population right; that's not necessarily gerrymandering. Gerrymandering is when you draw those wards to give a group some kind of advantage. We will not provide, and we don't want you to be looking at, the turnout numbers in previous elections, Republican versus Democrats, where Councilmembers live – those kind of things – because that's where you can, even inadvertently, get into gerrymandering. That information is really not important for this process. We want to make sure these are as equal as possible in population, and that we've got compact and contiguous territory.

Ms. Braly asked if the language about artificial corridors and where they most naturally belong is trying to cover the gerrymandering situation in odd-shaped wards? Ms. Walker explained we have a rural part of our community and we have an urban part of our community. If population was equal, you would want to keep rural together so those interests are represented, but population cannot be equal. You cannot get the population where it needs to be between wards by doing that so you will have mixed wards where you have multiple interests. We have rural areas of town on the west side of town. You will have mixed wards with different kinds of interests. That's really designed to avoid gerrymandering primarily.

Ms. Green explained the map; the color is the ward and the red lines are the precincts that we're going to try to use whole as much as possible. The County totally redid the precincts. Ms. Penner commented that several of the precincts are going to make it impossible to avoid having some urban and rural combination; for example Precincts 343 and 342. Ms. Walker clarified that you can split precincts; the state statute says try not to, if you can avoid it. Ms. Green added that when we do split precincts, we recommend that you split them on an easily knowable boundary, like a road, a river, something that's very prominent in the landscape that people can tell which side of it they're on when they go to vote.

Ms. Green reported that Ward 6 is the one that's grown the most, and Ward 7. Wards 1, 2 and 3 have grown the least; they're pretty built-out in the area that's actually buildable. We try, to a certain extent, to leave the ones we think that are going to grow the least in the next 10 years a little bit high, and the ones we think that are going to grow the most a little bit low, but that's not always possible.

The Residential Construction Permit Activity map gives you the pattern of how things are being built out. You can tell they're being built out around the outer edges, for the most part, with some infill in Ward 4, a little bit in 3, a little bit in 2, but it's mainly in 6, in 7, parts of 5, and parts of 8 that are seeing a lot of development. I think 8 may be slowing a little bit. The Current Plat Activity map is where there are plats where we know

there's going to be development in the next few years, which pretty much correspond to the previous map. These were provided to give you an idea of how Norman is building out.

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Item No. 5, being:

DISCUSSION AND POSSIBLE ACTION RELATED TO ANNUAL POPULATION FIGURES AND THEIR EFFECT ON THE CITY'S WARD SYSTEM.

DISCUSSION BY THE COMMITTEE.

Ms. Green explained the interactive software. We take pieces from one ward and add it to another ward to see the impact it has. This will give you your target deviation where you can see the ones that are higher. As you change it, these will automatically change and you'll see if you're getting it under the 5% or less that you want to get to. If you could get it to 2 or 3, that's awesome; under 5 is good.

Ms. McFall suggested moving the L-shaped area north of Lindsey Street in Precinct 324 from Ward 7 to Ward 4. Ms. Green said that unsplit Precinct 324. Ward 7 is still pretty high, so there's not a lot of people in that particular piece, although that's probably a good move to stay with, because it does get you closer.

Ms. McFall asked if it is smarter to work from the inside out, or just pick one and start moving. Ms. Green responded she would probably start at one edge or the other, but you can start anywhere. Once you start moving something, everybody is eventually going to get changed. You might end up having to change other things.

Ms. Kindell suggested the northwest corner of Precinct 321 that is in Ward 8 be moved to Ward 4. Ms. Green indicated that made a little bit of progress on Ward 4. It could probably be a little higher, because it's probably not going to have a lot of growth.

Ms. McFall suggested adding Precinct 310 at the south end of Ward 4 to Ward 4. Ms. Green said that makes Ward 4 pretty good; it's a little bit high, but that's not a bad thing because there's not a lot of growth in any of that. You don't end up with any split precincts in that which makes the Election Board happy.

Ms. Penner recommended moving the rest of Precinct 315 into Ward 2 and leave Precinct 312 split, because we don't want to take anyone out of Ward 3, and that split follows the Interstate. Ms. Green agreed that is a good split.

Ms. Kindell asked about Ward 3. Ms. Green said it needs to gain some people; probably the most logical place to go would be Precinct 305 that is adjacent to it. Ms. Kindell noted that's on the west side of I-35 and makes sense. Ms. Green reported that makes Ward 3 a little high. Ms. Kindell said it doesn't look like there's a lot of room for growth in Precinct 305, so even though that bumped Ward 3 up quite a bit, it may not continue to bump it up in the future. Ms. Green explained it's high enough we'll probably need to bring it down a little bit to keep it within the 10% deviation, because it's 6.72 over. Precinct

305 was put back in Ward 8.

Ms. Penner commented that the last proposed map had the northern border of Ward 3 the entire way along Rock Creek. Ms. Green responded that it was following a different precinct. She suggested trying unsplitting Precincts 301 and 303. It is part of the more rural part of Ward 3. There's almost nobody out there, but it's closer. Ms. Kindell asked how the Ward 8 residents will feel about going to Ward 3. Ms. Oubre responded that it is a very diverse ward already. Ms. Penner noted the airport is in the middle of it.

Ms. Penner suggested splitting Precinct 305 approximately diagonally along the creek with the northwestern part in Ward 3, along with the knob at the southwestern corner, and the southeastern part in Ward 8. Ms. Kindell was concerned that might disrupt the rural feel of Ward 3. She suggested Precincts 304 and 305 be completely in Ward 8, and Precinct 301 all be in Ward 3, because Precincts 304 and 305 seem much more urban, and while there is development in Precinct 301, there's also a lot of open space that looks akin to a lot of the rest of Ward 3. Wards 300 and 301 would be Ward 3. Ms. Green indicated that took too much out of Ward 3. Ms. Penner pointed out there were two squares of Precinct 303 originally in Ward 3, between 60th and 48th from Tecumseh down to Robinson. She also suggested taking the two northern precincts that are split with Moore (Precincts 213 and 217) and putting them in Ward 3. Ms. Kindell suggested only the part on the west side of I-35. Ms. Green reported we still need some people in 3. She suggested putting Precinct 304 back in Ward 3; Mr. Stewart agreed. Ms. Green indicated that's too much; Precinct 304 was returned to Ward 8.

Ms. McFall asked if all the wards are within range. Ms. Penner responded that if Ward 3 is our lowest population ward, then the largest population ward couldn't be more than 4.46 above target.

Ms. Braly asked to look at taking the southwest corner of Precinct 302 that runs along Highway 77 north of Tecumseh into Ward 3, with the remainder of the precinct in Ward 8. Ms. Green indicated that Ward 8 needs population. Ms. Penner commented that Ward 6 needs to shrink, so we should add chunks of Ward 6 to Ward 8. Precinct 317 was suggested to be added to Ward 8. Mr. Whittington objected; he said he can't imagine they would grow much more than what they already are, because there's no place for them to grow. Ms. Kindell asked to see what moving Precinct 317 from Ward 6 to Ward 8 would do for the numbers; Ms. Penner reported it put Ward 8 over target. Ms. Kindell suggested moving the section of Precinct 319 east of Porter from Ward 8 into Ward 6. Ms. Penner noted that puts Ward 8 almost right on the money; Ms. Green added that Ward 6 is not bad with that change.

Ms. McFall asked about the overall numbers. Ms. Kindell said Ward 7 needs to come down and maybe Ward 1 up; she suggested moving the triangle that is Precinct 330 from Ward 7 into Ward 1. Ms. Penner thought this triangle culturally fits in really well with Ward 1. That puts Ward 7 right on the money; Ward 1 is a little high. Ms. Green agreed Ward 1 is a little high, and Ward 3 is a little low, but it's not a bad map.

Ms. Kindell suggested moving the east half of Precinct 339, east of 36th, out of Ward 1 and into Ward 5. Ms. Penner reported that brings Ward 1 into range. We can take a couple people out of 5 by taking Precincts 340 and 341, just north, and making them whole by putting the rest of these two into Ward 6, because Ward 6 is a little low right now and we might need to shift some people over; it will unsplit two precincts. Ms. Kindell expressed concern that wouldn't jive with Ward 6 if it is zoned agricultural. Ms. Green said that actually gets everything into overall range. She ran an integrity check, which showed the largest ward is 4.13 over and the smallest is 5.54 under, which is a range of 9.67. This map is acceptable as far as population deviation goes.

Ms. Green commented that the committee needs to decide if this is acceptable. Ms. Penner said the Ward 1 lines look acceptable. Ms. McFall was fine with Ward 4 lines. Ms. Kindell was concerned about the most recent change to Ward 5; even though it unsplit precincts, they feel very strongly that they are rural Ward 5. Mr. Whittington said he feels like Precinct 317 is the core of Ward 6. Mr. Stewart thought Ward 3 became a little bit dysfunctional.

Ms. McFall asked what happens if Precinct 317 is not moved. Ms. Green reported Ward 6 is up 22%; Ward 8 is down 23%. Ms. Kindell suggested moving all of Precinct 319 back to Ward 8. Mr. Whittington asked about splitting Precinct 317. Ms. Oubre felt that area is definitely more common interest with north and east of there; but that doesn't really get us where we need to be in the numbers.

Ms. Kindell asked to put the two squares that were moved from Ward 5 into Ward 6 back into Ward 5 and see what that does to Ward 6's numbers; 36th has been the natural break where the urban and the rural meet. So Ward 6 is now still at 15. Ms. Penner added Ward 1 is a little high; it's pretty close.

Ms. Kindell asked if Ward 5 and Ward 3 could meet; it's rural all across the northern part. Ms. Penner suggested adding Precinct 343 and everything north of it from Ward 6 into Ward 5. Ms. Green pointed out that Ward 5 is already 5.33 high. Ms. Penner noted Wards 1 and 7 are both a little high already, so we can't really expand either of them into Ward 5.

Ms. Green commented Ward 8 needs population and Ward 6 needs to lose population. Ms. Penner suggested reconfiguring Wards 3 and 8 back closer to where they were originally, by moving Precinct 304 back to Ward 3 and then Precincts 301 and 302 back to Ward 8. Ms. Green reported Ward 3 still needs a little bit more and Ward 8 still needs a lot more, because there aren't a lot of people in that area. Ms. Kindell recommended the line along 48th needs to go back to Ward 3 from Ward 8, the area that unsplit Precincts 301 and 303. Precinct 304 needs to go back to Ward 8. Ms. Green said Ward 3 needs quite a few more. Mr. Stewart suggested adding Precinct 305 to Ward 3. Ms. Green thought that may be too many, but suggested trying the creek split that was suggested on the end of Ward 8. Ms. Penner agreed. Ms. Green reported that gets Ward 3 back to an acceptable number, but Ward 8 needs a lot of people. Ms. Penner suggested splitting Precinct 343. Ms. Kindell noted that would be getting out of contiguous and

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doesn't make sense. She commented that Precinct 317 would solve a lot. Ms. McFall asked about trying Precinct 341. Ms. Green indicated that would cut off part of Ward 6 and would make a non-contiguous ward.

Ms. Kindell commented that it doesn't make sense to have rural east side with far west side development residential. She suggested putting Precinct 317 in Ward 8. Mr. Whittington asked to see what it would look like to split Ward 6 along Porter with Precinct 317 going to Ward 8. Ms. Oubre suggested splitting Precinct 319 down Porter as well. Ms. Penner said that is a perfect range; Ward 8 is only 15 people off now.

Ms. Green noted Ward 6 needs some more people. Ms. Kindell suggested to continue to split down Porter on Precinct 319, which is just one neighborhood; Porter is a dividing line for elementary schools. Ms. Penner commented that Ward 5 needs to come down a little, and Ward 8 needs to come up a little.

Ms. Kindell suggested Ward 8 get all of Precinct 305, and adding the northeast part of Precinct 301, north of Franklin, into Ward 3, along with Precinct 213 north of Indian Hills and west of I-35. Ms. Green reported Ward 3 is okay percentage wise. Ward 5 is the only one that's out of whack, and it's not so out of whack that it affects anything else.

Ms. Schmidt suggested considering this the first draft, think about it and look at it, and then come back. Ms. Penner said she didn't have any immediate issues with this draft. Ms. Braly said it makes sense. Ms. McFall said it looks like the population numbers are right.

Ms. Kindell asked the downside of voting on it, and the upside of leaving it as a draft. Ms. Green responded that the committee could vote on it and go to public hearing and get input from the public, if you feel like you've done as much as you can as a committee and you want public input, then you could come back and use their input to go forward.

Mr. Whittington said everybody should consider their position with their own wards. I tried to keep 317, but there's no way around it, so that's how I feel from Ward 6.

Ms. Kindell commented at whatever point we go to the public input, we're going to hear great things and bad things. There's no way around that, so do we really want to have two or three meetings before we solicit the public input to then move forward? Ms. Penner said we need the public input as quickly as we can.

Mr. Tall Bear commented it's good to get public input. This is a data-driven decision. We had no political agenda. We looked at the numbers and we presented – and I think it would be good to see if it's a hit or a miss. If it's a miss, then we'll come back, but I think we have a good start. I think you guys did really good and represented your areas well.

Ms. Kindell moved to offer this map for public input as our decided map. Mr. Whittington seconded. The motion carried unanimously on a voice vote.

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Item No. 6, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

Staff will look at possible meeting dates and email Committee members about their availability.

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Item No. 7, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 8:08 p.m.

Passed and approved this 6th day of July, 2022.



Sara McFall, Secretary
Reapportionment Ad Hoc Committee

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

June 15, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Council Chambers of the Norman Municipal Building at 201 West Gray Street on Wednesday, June 15, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:
CALL TO ORDER.

Chair Chris Tall Bear called the meeting to order at 6:32 p.m.

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Item No. 2, being:
ROLL CALL.

MEMBERS PRESENT

- Alli Penner, Ward 1
- Lisa Schmidt, Ward 2
- Sara McFall, Ward 4
- Maria Kindell, Ward 5
- Joshua Whittington, Ward 6
- Alison Behrens Braly, Ward 7
- Christopher Tall Bear, At Large

MEMBERS ABSENT

- Wade Stewart, Ward 3
- Rebecca Oubre, Ward 8

A quorum was present.

CITY STAFF PRESENT

- Joyce Green, GIS Services Manager
- Kathryn Walker, City Attorney
- Roné Tromble, Administrative Technician
- Bryce Holland, Multimedia Specialist

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Item No. 3, being:

CALL FOR A PUBLIC HEARING REGARDING PROPOSED REDISTRICTING OF CITY WARDS.

Lisa Schmidt moved to hold a public hearing. Alli Penner seconded the motion. The motion passed unanimously on a voice vote.

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PRESENTATION OF THE PROPOSED REDISTRICTING PLAN BY CHAIR CHRIS TALL BEAR.

Kathryn Walker, City Attorney, reviewed the legal framework that governs reapportionment or redistricting.

Chair Chris Tall Bear presented the proposed redistricting plan, reviewing the starting percentage deviation, population taken from other wards and/or given to other wards, and ending percentage deviation for each of the eight wards.

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PUBLIC COMMENT REGARDING THE PROPOSED WARD BOUNDARIES.

No one in the audience offered comments.

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CLOSING PUBLIC HEARING.

Alli Penner moved to close the public hearing. Lisa Schmidt seconded the motion. The motion passed unanimously on a voice vote.

Item No. 4, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

The next meeting of the Committee is scheduled for Wednesday, July 6, 2022 at 6:30 p.m.

Item No. 6, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 6:44 p.m.

Passed and approved this 6 day of July, 2022.



Sara-McFall, Secretary
Reapportionment Ad Hoc Committee

RAHCR-2223-1

A RESOLUTION OF THE REAPPORTIONMENT AD HOC COMMITTEE OF THE CITY OF NORMAN, OKLAHOMA, RECOMMENDING THE READJUSTMENT OF THE WARDS AND THEIR BOUNDARIES.

- § 1. WHEREAS, the Reapportionment Ad Hoc Committee of the City of Norman has met and recommended that the wards and their boundaries be formed so as to equalize as nearly as practicable the population of the several wards, to conform with the requirements of the Charter; and
- § 2. WHEREAS, a public hearing was held by the Reapportionment Ad Hoc Committee on June 15, 2022 at the Norman Municipal Building for the purpose of eliciting public discussion on the proposed boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE REAPPORTIONMENT AD HOC COMMITTEE OF THE CITY OF NORMAN, OKLAHOMA:

- § 3. That the City of Norman be reapportioned into eight (8) wards, one (1) through eight (8) respectively. The boundary lines are hereby described as follows and attached hereto is a map, which is made a part of this resolution showing the wards and their boundaries.
- § 4. Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.



- § 5. Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

- § 6. Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

- § 7. Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

- § 8. Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road; thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

- § 9. Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

- § 10. Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

- § 11. Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35;

thence North on Interstate Highway 35 to the City boundary; thence East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

- § 12. That a map has been drawn reflecting the boundaries set forth in Sections 4 through 11 herein, and that said map is attached hereto and made a part hereof.

PASSED AND ADOPTED this 6th day of July, 2022.



Chairman, Norman Reapportionment Commission

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

July 6, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Executive Conference Room of the Norman Municipal Building at 201 West Gray Street on Wednesday, July 6, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:

CALL TO ORDER.

Chairman Tall Bear called the meeting to order at 6:31 p.m.

* * *

Item No. 2, being:

ROLL CALL.

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| MEMBERS PRESENT | Lisa Schmidt, Ward 2
Wade Stewart, Ward 3
Sara McFall, Ward 4
Maria Kindell, Ward 5 (arrived after roll call)
Joshua Whittington, Ward 6
Alison Behrens Braly, Ward 7
Rebecca Oubre, Ward 8
Christopher Tall Bear, At Large |
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| MEMBERS ABSENT | Alli Penner, Ward 1 |
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A quorum was present.

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| CITY STAFF PRESENT | Joyce Green, GIS Services Manager
Kathryn Walker, City Attorney
Roné Tromble, Administrative Technician |
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Item No. 3, being:

APPROVAL OF MINUTES:
May 25, 2022 Meeting
June 15, 2022 Public Hearing

Joshua Whittington moved to approve the minutes of the May 25, 2022 Meeting and the June 15, 2022 Public Hearing as presented. Alison Braly seconded the motion. The motion was approved unanimously by voice vote.

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Item No. 4, being:

DISCUSSION OF PUBLIC HEARING TESTIMONY.

Chairman Tall Bear reported that there were no public comments presented at the public hearing.

Ms. Schmidt reported that she received a couple of comments when she posted it on Ward 2’s page, but nothing controversial.

Lisa Schmidt moved to forward Resolution No. RAHCR-2223-1 to City Council. Maria Kindell seconded the motion.

- | | |
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| YEAS | Lisa Schmidt, Wade Stewart, Sara McFall, Maria Kindell,
Joshua Whittington, Alison Behrens Braly, Rebecca Oubre,
Christopher Tall Bear |
| NAYS | None |
| ABSENT | Alli Penner |

The motion to forward Resolution No. RAHCR-2223-1 to City Council, carried unanimously, by a vote of 8-0.

Ms. Walker reported that this will be forwarded to City Council and they will have to schedule their own public hearing within 30 days, then they will adopt, reject, or amend the boundaries.

* * *

Item No. 5, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

Ms. Kindell asked if this will be affected by a special vote in August about how Reapportionment Committees are handled in the future. Ms. Walker said it will not be affected by that. She explained that will address some issues in the language that came up with regard to timelines for various actions to take place, which were sometimes in conflict because of delays which occurred due to Covid.

Ms. McFall commented that she thought the committee did a great job.

* * *

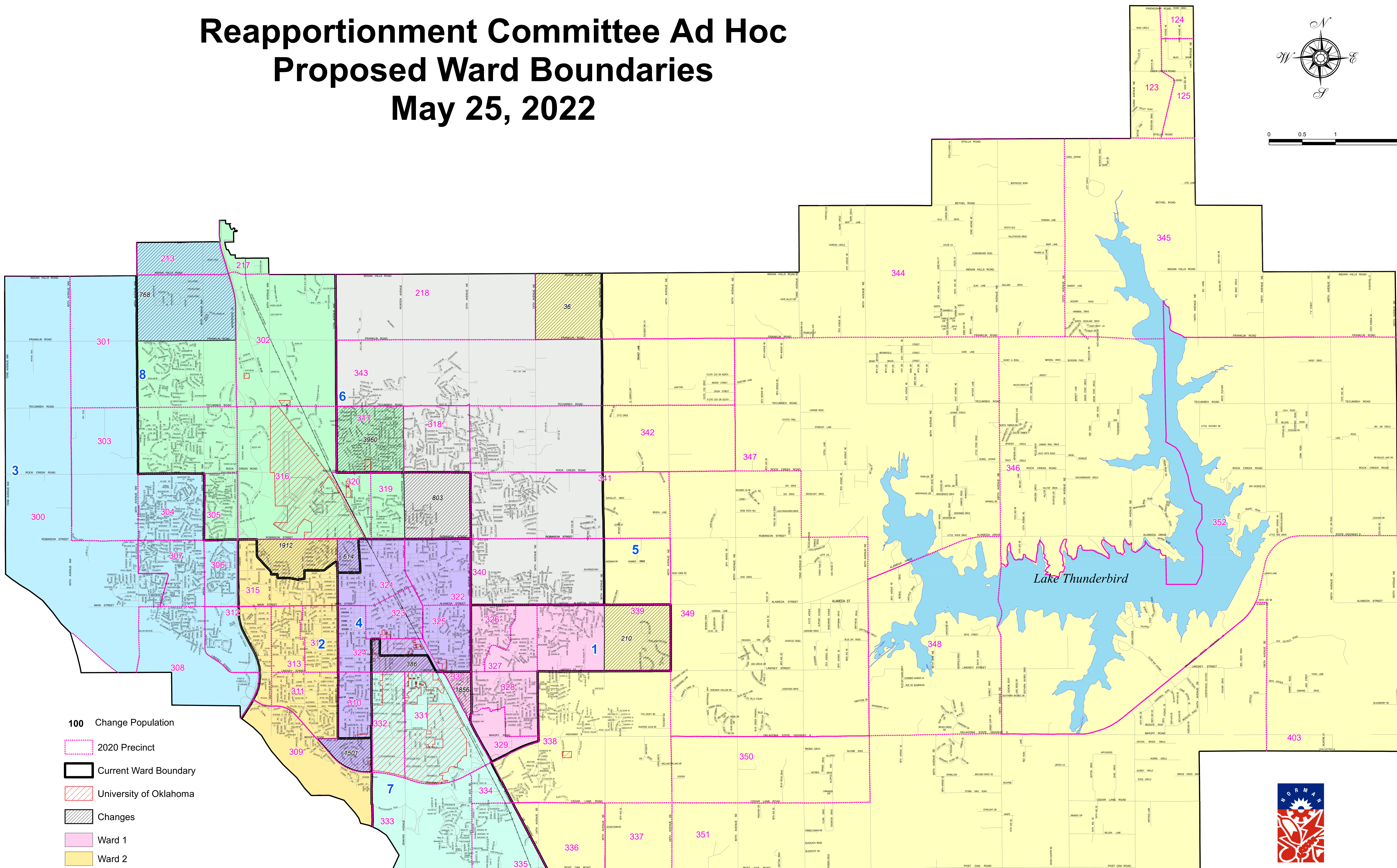
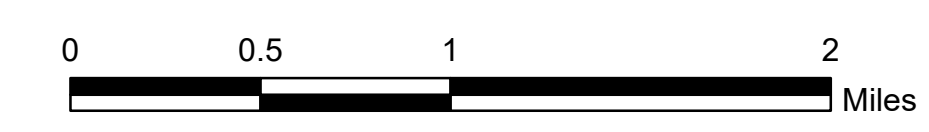
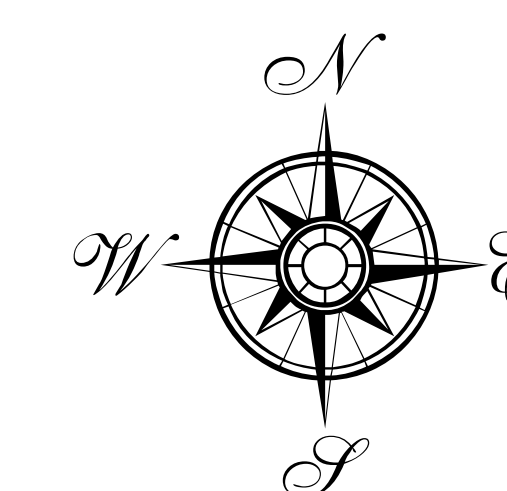
Item No. 6, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 6:38 p.m.

Sara McFall, Secretary
Reapportionment Ad Hoc Committee

Reapportionment Committee Ad Hoc Proposed Ward Boundaries May 25, 2022



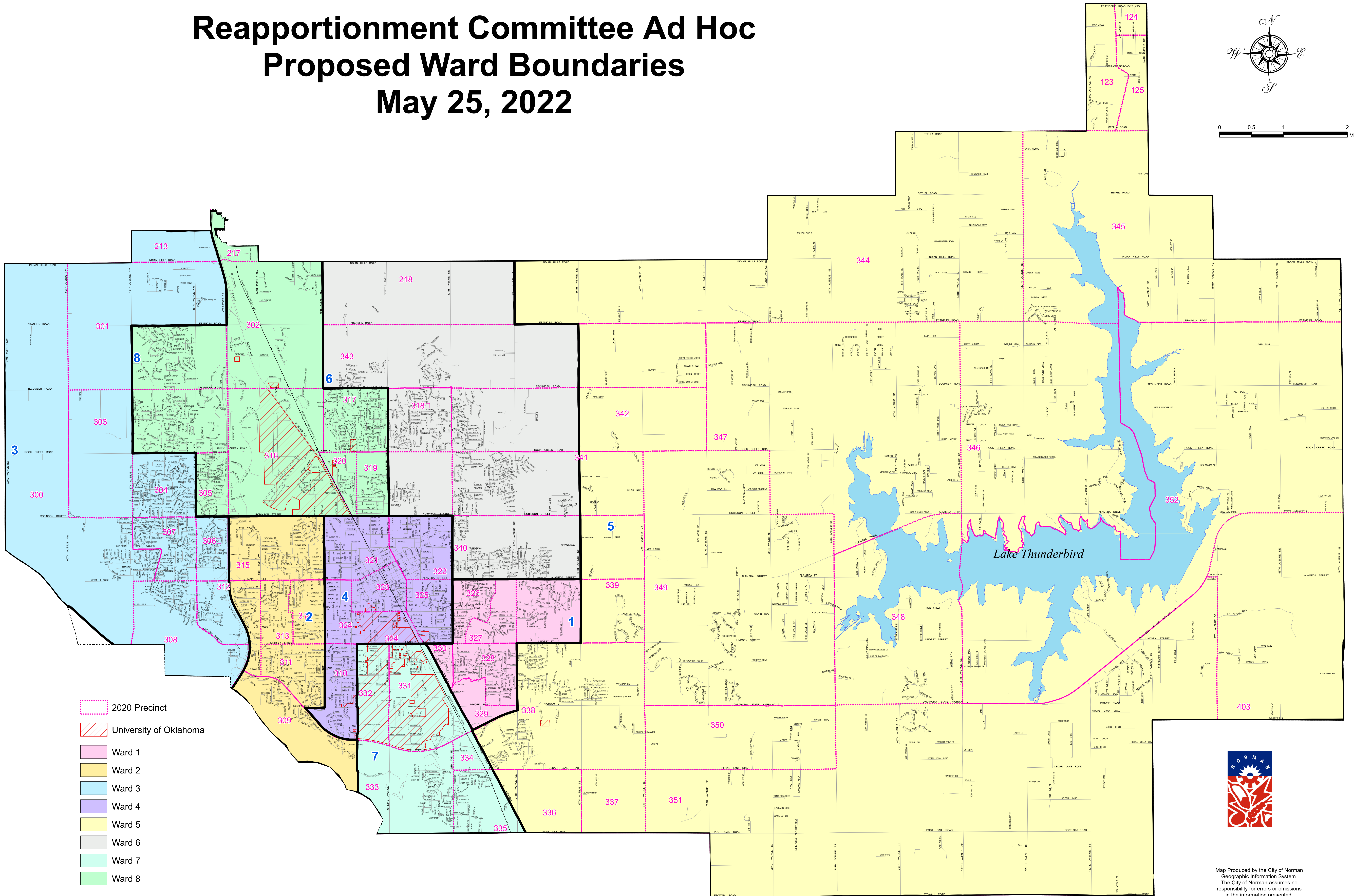
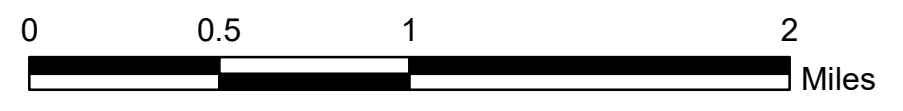
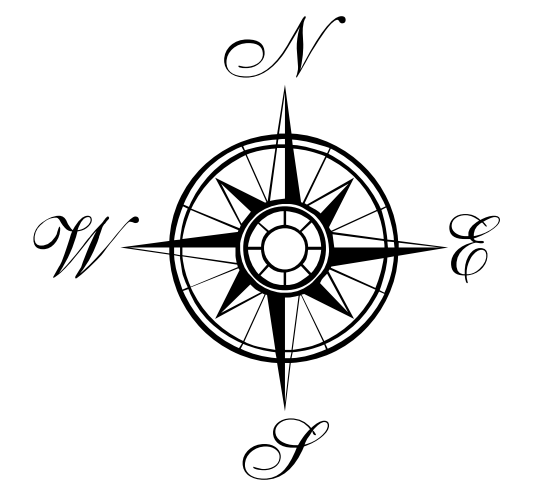
- 100** Change Population
- 2020 Precinct
- Current Ward Boundary
- University of Oklahoma
- Changes
- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7
- Ward 8


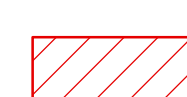

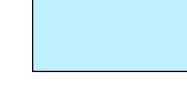
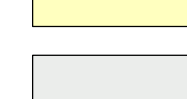
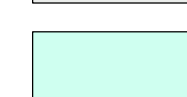
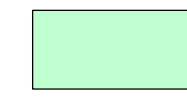

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8
Starting Population	15,018	14,845	14,824	14,129	16,610	18,515	18,309	15,775
Starting % Deviation	-6.16	-7.24	-7.37	-11.71	3.79	15.70	14.41	-1.42
To Ward 5	210	1912	768	1,501	36	3960	1856	1912
From Ward 7	1856	To Ward 4	1,501	From Ward 7	386	To Ward 8	803	768
				From Ward 8	614		To Ward 3	768
							To Ward 4	514
							To Ward 6	803
							From Ward 6	3960
Ending Population	16,664	Ending Population	15,256	Ending Population	15,592	Ending Population	16,630	Ending Population
Ending % Deviation	4.13	Ending % Deviation	-4.67	Ending % Deviation	-2.57	Ending % Deviation	3.92	Ending % Deviation
							Ending % Deviation	5.33
							Ending % Deviation	-4.26
							Ending % Deviation	0.40
							Ending % Deviation	-2.27



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

Reapportionment Committee Ad Hoc Proposed Ward Boundaries May 25, 2022



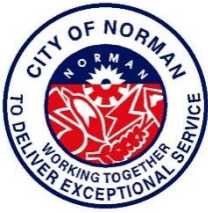
-  2020 Precinct
-  University of Oklahoma
-  Ward 1
-  Ward 2
-  Ward 3
-  Ward 4
-  Ward 5
-  Ward 6
-  Ward 7
-  Ward 8



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

File Attachments for Item:

3. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2022-2023 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2022-2023 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS.

BACKGROUND:

On February 9, 2010, City Council adopted Resolution R-0910-92 creating the Norman Youth Council to promote civic engagement among youth, give youth a formal role in local decision-making, and offer real world experiences with elected and advisory bodies.

DISCUSSION:

The recommendations of the following nominations to the Norman Youth Council for 2022-2023 are Cesily Covey, Joshua Cheng, Jaclyn Connally, Zoey Davenport, Kamran Donald, Timothy Ekogbulu, Harmony Hill, Matthew Hutchison, George Ingels II, Ella Kill, Brian Mofor, Tanya Parihar, Jamia Rayford, Elle Robertson, Taylor Salmond, Branden Singleton, Ryan Walker, and Jessie Wong

RECOMMENDATION:

Staff recommends the above nominations be appointed to the 2022-2023 Norman Youth Council.

File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ADA CITIZENS OVERSIGHT COMMITTEE

TERM: 05-28-22 TO 05-28-25: DECEMBER AMBOS, WARD 6

BOARD OF ADJUSTMENT

TERM: 08-23-22 TO 12-22-24: DR. BEN BIGELOW, WARD 8

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-22 TO 08-13-25: CHUCK THOMPSON, WARD 3

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 08-23-22 TO 10-23-23: BOB NAIRN, WARD 6

FLOODPLAIN PERMIT COMMITTEE

TERM: 06-12-22 TO 06-12-25: SHERRI STANSEL, WARD 3

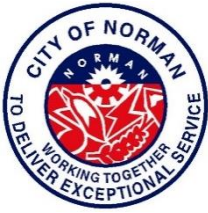
HUMAN RIGHTS COMMISSION

TERM: 08-23-22 TO 07-13-25: CHRISTOPHER TALLBEAR, WARD 6

TERM: 08-23-22 TO 07-13-23: MICHAEL RIDGEWAY, WARD 5

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 08-23-22 TO 12-09-23: MARC BONGE', WARD 8



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ADA CITIZENS OVERSIGHT COMMITTEE

TERM: 05-28-22 TO 05-28-25: DECEMBER AMBOS, WARD 6

BOARD OF ADJUSTMENT

TERM: 08-23-22 TO 12-22-24: DR. BEN BIGELOW, WARD 8

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SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 08-23-22 TO 12-09-23: MARC BONGE', WARD 8

Dr. Ben Bigelow will fill the unexpired vacancy left by Patrick Schrank who has resigned; Bob Nairn will fill the unexpired vacancy left by Jim Griffith who was appointed to the Planning Commission; Christopher Tallbear will replace Christina Owen; Michael Ridgeway will replace Marjaneh Seirafi-Pour who is no longer eligible to serve; Marc Bonge' will replace Angela Steinle who has resigned; and December Ambos, Chuck Thompson, and Sherri Stansel are reappointments.

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 30, 2022, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/27/2022

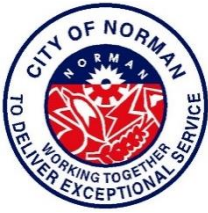
REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 30, 2022, AND DIRECTING THE FILING THEREOF.

File Attachments for Item:

6. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



Date: August 16, 2022
To: Darrel Pyle, City Manager *[Signature]*
Through: Shawn O'Leary, Director of Public Works *SO 8/16/22*
From: David Riesland, City Transportation Engineer *DRR by KC*
Subject: Professional Services Agreement with Kimley-Horn for City of Norman Wayfinding Phase 2

BACKGROUND:

Resolution No. R-1314-56 was passed by the Norman City Council on November 12, 2013. This resolution adopted a Wayfinding Plan, prepared by C.H. Guernsey and Company (Guernsey) dated September 24, 2013. Since the approval of that plan, staff have work with Guernsey on the design and implementation of a Wayfinding Pilot Project on Main Street from Interstate 35 to downtown Norman. The Pilot Project was a joint venture between the City and the Norman Convention and Visitors Bureau. Design of the Pilot Project was completed in October 2015 with construction completed in September 2016. The public reaction to the signs installed as part of the Wayfinding Pilot Project has been largely positive.

Phase 1 of the Wayfinding Implementation Plan addressed Lindsey Street, Jenkins Avenue between State Highway 9 and Boyd Street, Chautauqua Avenue between State Highway 9 and Imhoff Road, and the streets around the City of Norman Municipal Complex. Phase 1 also saw a change in designer from Guernsey and Kimley-Horn as the staff familiar with the Norman Wayfinding Plan relocated from Guernsey to Kimley-Horn between the Pilot and Phase 1 Projects.

Phase 2 of the Wayfinding Implementation Plan will address Flood Avenue from Interstate 35 to Robinson Street, Tecumseh Road from 36th Avenue NW to 12th Avenue NE, and Robinson Street from Interstate 35 to 12th Avenue NE. Staff has worked with the Oklahoma Department of Transportation (ODOT) since two of the Phase 2 roadways are ODOT maintained roadways. In both cases, ODOT gave their permission to locate proposed Phase 2 Wayfinding signs within their right-of-way.

DISCUSSION:

Staff recently received a Professional Services Agreement (attached to this Memorandum) from Kimley-Horn for design services for the implementation of Phase 2 Wayfinding signs. The fee and expenses associated with this Agreement are \$38,500. Account 50596611-46201 (Traffic Control) contains \$40,000 for the design work associated with Phase 2 Wayfinding.

office memorandum

RECOMMENDATION:

We respectfully ask for your approval of the attached Professional Services Agreement with Kimley-Horn for Phase 2 Wayfinding Design Services.

cc: Anthony Francisco, Director of Finance
Kim Coffman, Budget Manager



August 11, 2022

David Riesland, PE
Transportation Engineer
City of Norman
Norman, OK 73069
David.Riesland@NormanOK.gov

Re: Professional Services Agreement
City of Norman Wayfinding Phase 2
Norman, Oklahoma

Dear Mr. Riesland,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to the City of Norman ("Client") for providing professional landscape architectural services for the proposed City of Norman Wayfinding Project Phase 2 (the "Project") located at various locations throughout the City of Norman ("City"). The Project Understanding and Scope of Services are outlined below.

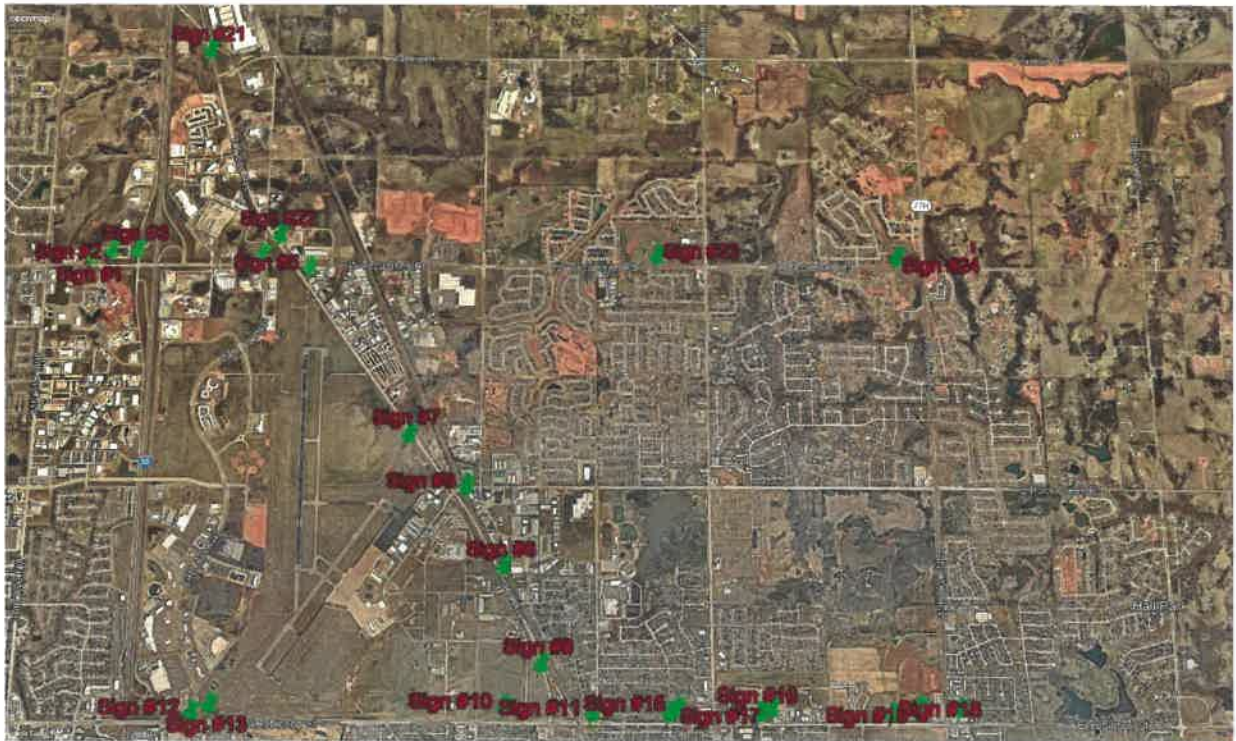
PROJECT UNDERSTANDING

Kimley-Horn understands that the Client desires to continue installing wayfinding signage based on the Wayfinding Master Plan documents. The Client has identified the potential for up to twenty-four new signs along Tecumseh Rd., Flood Ave., and Robinson St. as shown on the following page.

(This space is intentionally left blank)

SUBJECT SITE

The anticipated sign locations are shown below.



SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 Planning & Kickoff

This task includes the initial planning and data gathering portion of the project.

Our work will consist of the following:

- A. Attend a kick-off meeting to develop clear objectives, vision, scope, schedule, and processes for the Phase 2 implementation.
- B. Review applicable national, state, and local codes as they relate to wayfinding signage.
- C. Obtain and review relevant GIS and other base map data from the City.
- D. Obtain message lists from the City that are to be included in the program.
- E. Evaluate the destination locations and anticipated traffic flows to validate message lists
- F. Review the Wayfinding Master Plan and gather comments that could influence the Design Development Refinement Phase

One kickoff meeting with City staff is included in this task. The kickoff meeting will either be in-person or via a conference call depending on the Client's preference.

Task 2 Design Development Refinement

This task includes the refinement and development of design development drawings. Our work will consist of the following:

- A. Review existing designs, icons, plans, and approach
- B. Review the Phase 1 project to best understand the successes and deficiencies of the existing Phase 1 signs
- C. Walk the proposed Phase 2 program to review wayfinding approach, locations, dimensions, visible existing utilities, and identify challenges and conflicts, if observed.
- D. If needed, refine/adjust the existing design concepts to address any deficiencies or challenges observed during the site walks.
- E. Present refined design concepts via a conference call with the City Staff.

One on-site meeting to meet and drive the existing and proposed sign locations is included in this task.

Task 3 Design Intent Documentation

This task includes the following:

- A. Preliminary 90% design intent documents
 - a. Prepare preliminary 90% design intent documents for each signage element in the program, illustrating each sign layout and identify anticipated colors, typography, materials, graphics and dimensions that are suitable for bidding.
 - b. Prepare detailed location plans for the location of each signage element. The location plans will be provided on a georeferenced aerial image with approximate sign location dimensions from two known points provided. Existing utilities will be shown to the extent provided by the City of Norman GIS database.
 - c. Prepare technical specifications
- B. Review preliminary 90% design intent documents and technical specifications with the City via a conference call.
- C. Incorporate one round of review comments into the final design intent documents.
- D. Final design intent bidding documents
 - a. Provide a final set of bidding documents (design intent, locations plans and specifications) in digital format to the City. Bid set to include the following:
 - i. Signage graphic layout sheets
 - ii. Messaging sheets
 - iii. Sign detailing sheet including materials, dimensions and general footing/breakaway design. No engineered drawings will be provided. Contractor to provide stamped engineered shop drawings through the submittal process.
 - iv. Final location plans for each sign as described in Task 3A

One conference call with City staff to discuss review comments is included in this task.

Task 4 Bidding Assistance

This task captures the effort identified below. Due to the unknown level effort required for this task, the budget estimate is based upon 30 hours of effort. If additional effort is required for completion of this task it will be billed at our then current hourly rates in addition to the estimated fee identified above.

- A. Bid Document Preparation and Contractor Notification: Kimley-Horn will issue bid packages for the submittal of quotations to perform the work and conduct one pre-bid meeting with potential bidders and the Client. Kimley-Horn will tabulate the bids received and evaluate compliance of bids with the bidding documents. Kimley-horn will prepare a written summary of this tabulation and evaluation. If requested, Kimley-Horn will notify the selected Contractor.
- B. As directed by the Client, Kimley-Horn will respond to questions from potential bidders.

One prebid meeting is included in this task. The prebid meeting will either be in-person or via a conference call depending on the Client's preference.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Opinions of probable construction costs
- Revisions to design intent drawings after design approval
- Attorney fees and documentation for license agreements, zoning, permitting, easements, variances, etc.
- City of Norman inspection services, including any special inspections (as defined by International Building Code)
- Additional bidding phase services beyond what is provided in the scope of services.
- Construction Phase Services
- Aerial photography
- Sign structural design
- Topographic survey or signed survey
- Subsurface utility survey and engineering
- Existing easement searches
- Metes and bounds legal descriptions
- Preparation of preliminary or final plat and boundary survey
- Geotechnical investigation
- Post construction survey or record drawings
- SWPPP Plan Manual / Submissions

- Revisions due to changes in regulations
- Materials testing
- Archaeological survey
- Submittal, Permitting, or Impact Fees
- Roadway or sidewalk design
- Temporary traffic control plans
- Environmental permitting
- Additional meetings

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. Kimley-Horn will not be liable for errors or omissions in our work that were contributed to by errors or omissions in the provided information. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to:

The City will provide all of the basemap information (GIS/AutoCad files) that will be used to develop the sign location plans. Available survey, utility, electrical and easement information will be provided by the City.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

Kimley-Horn will provide the design and consulting services described within the Scope of Services for the following fee below:

Task	Description	Fee	Fee Type
1	Planning and Kickoff	\$9,000	LS
2	Design Development Refinement	\$10,000	LS
3	Design Intent Documentation	\$13,500	LS
4	Bidding Assistance	\$6,000	LS
Total		\$38,500	

Fees Types:

LS = Lump Sum Fee

FEE TYPES, EXPENSES, AND BILLING

Lump Sum (LS) tasks will be invoiced based on the percent completion of the tasks.

All permitting, application, recording, and similar project fees will be paid directly by the Client.

Project billing will be monthly, and payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn is not a Contingent Partner in this project. As such Kimley-Horn will be paid in full for all Professional Services rendered.

This agreement is subject to, and only to, the attached Standard Provisions.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Norman.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to david.riesland@normanok.gov

_____ Please copy katherine.coffin@normanok.gov

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Kimley»Horn

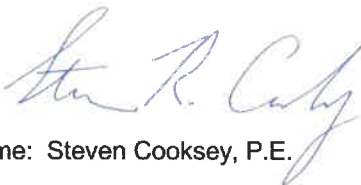
Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Darran Scott, PLA

Title: Project Manager


Signed: 

Printed Name: Steven Cooksey, P.E.

Title: Assistant Secretary

Agreed to by:

CITY OF NORMAN

SIGNED: 

PRINTED NAME: DARREL L. PYLE

TITLE: CITY MANAGER

DATE: 8-16-22

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachments - Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 16) **Construction Phase Services.**
 - a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

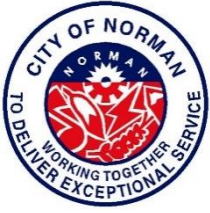
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

File Attachments for Item:

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF AUGUST, 2022.



CITY OF NORMAN, OK STAFF REPORT

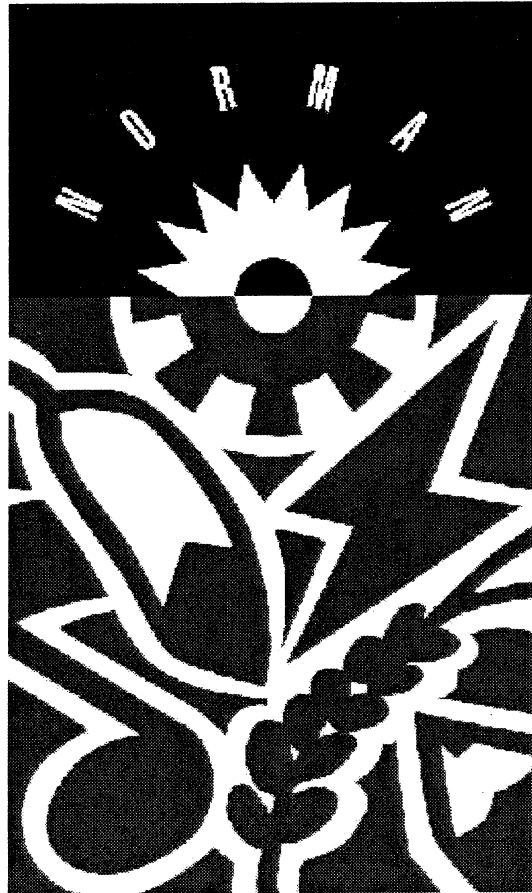
MEETING DATE: 09/27/2022

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Darrel Pyle, City Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF AUGUST, 2022.

City of Norman



Monthly Departmental Report

July 2022

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
July 2022

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	13	13	3	3
Bus Service	0	0	0	0
CDBG	0	0	2	2
City Clerk	176	176	8	8
City Manager/Mayor	10	10	15	15
City Wide Garage Sale	0	0	0	0
Code Enforcement	73	73	4	4
Finance	10	10	0	0
Fire/Civil Defense	3	3	0	0
Human Resources	8	8	0	0
I.T.	9	9	0	0
Legal	8	8	3	3
Line Maintenance	1	1	0	0
Municipal Court	2	2	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Parks & Recreation	22	22	1	1
Permits/Inspections	56	56	0	0
Planning	13	13	1	1
Police/Parking	26	26	6	6
Public Works	28	28	2	2
Recycling	0	0	0	0
Sanitation	52	52	0	0
Sidewalks	0	0	0	0
Storm Debris	0	0	0	0
Storm Water	12	12	3	3
Streets	28	28	1	1
Street Lights	0	0	0	0
Traffic	21	21	2	2
Utilities	110	110	5	5
WC Questions	0	0	0	0
WC Violations	0	0	0	0
July Total: 737	681	681	56	56

LICENSES

Thirteen New licenses and Six Renewals were issued during the month of July. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	0
Brewer	1	1	Retail Spirits Store	1	1
Coin-Operated Devices	0	0	Retail Wine	0	0
Distiller	0	0	Salvage Yard	0	0
Food	6	6	Sidewalk Dining	0	0
Game Machines	0	0	Solicitor/Peddler (30 day)	0	0
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	2	2
Kennel	0	0	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	3	3	Special Event	0	0
Medical Marijuana Grower	0	0	Strong Beer & Wine/Winemaker	1	1
Medical Marijuana Processor	1	1	Taxi/Motorbus/Limousine	0	0
Medical Marijuana Testing Laboratory	0	0		0	0
Mixed Beverage	0	0	Temp Food (one day)	1	1
Mixed Beverage/Caterer	2	2	Temp Food (30 day)	0	0
Pawnbroker	0	0	Temp Food (180 day)	1	1
Pedicab	0	0	Transient Amusement	0	0
YTD License Total: 19	13	13		6	6

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Brio Bowls	1915 Classen Blvd., 123	Food Service
Noah's Amish Furniture	3623 W. Main St.	Food Service
Teriyaki Bites	3203 W. Robinson St.	Food Service
Zhi Zun Ktv	2230 W. Main St.	Mixed Beverage
Land Run Craft Brewing Company	10901 Post Oak Road	Brewer
Sooner West Liquors	110 36 th Ave. N.W.	Retail Spirits Store
Cloud 9 Wellness Dispensary 2	1811 Industrial Blvd. 115	Medical Marijuana Dispensary
High Society	1400 12 th Ave. S.E.	Medical Marijuana Dispensary
Meds & Wares	1404 W. Lindsey St.	Medical Marijuana Dispensary

SOLICITOR/PEDDLER LICENSE		
60 DAY	30 DAY	1 DAY
777 Roofing & Construction		
Aptive Environmental		

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Super Taco Loco		SnoSquatch Shaved Ice

LAW SUITS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
7-7-22	Hunter Miller Family, L.L.C.	Suing to amend Norman 2025 Land Use and Transportation Plan, requiring rezoning from R-1 Single-Family Dwelling District to Commercial. Planning Commission recommended adoption of Resolution R-2122-31 and City Council voted against this Resolution. All other corners of Lindsey Street already zoned Commercial with the exception of said properties at 1027 and 1035 Berry Road. Suit includes court costs and attorney fees.	Unknown
7-22-22	Jaclyn Jacobs	Original claim on 4/4/22 in excess of \$1 million. Claim was denied on July 5, 2022. Ms. Jacobs alleges that on March 17, 2022 her residence, located at 124 E. Johnson Street was flooded with raw sewage due to the City not properly maintaining sewer lines and that the City failed to abate or remediate the nuisance of exposure to untreated sewage. Plaintiff alleges that this is still an ongoing nuisance. The claim is for property damages, personal injury and attorney's fees and costs. Plaintiff is suing in excess of \$75,000.	In Excess of \$75,000.00 plus attorney fees and court costs.

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
7-1-22	OG&E	Alleges that the City of Norman caused damage to an underground cable located at Iowa St. and Sundown Drive. The damage was discovered on September 30, 2021. OG&E claim number 6907421 in the amount of \$5,049.29	\$5,049.29
7-11-22	Troy & Barbara Walker	Alleges that on March 31, 2022 City Line Maintenance workers hit their brick mailbox at 2905 Leaning Elm Drive. City workers were across the street repairing a broken water main. Asking for cost for repairs to mailbox.	\$1,510.00
7-22-22	Farmers Insurance for William Schmid	Alleges that at Hwy 9 and 92 nd their insured was on his way home when he entered a non-light properly marked construction zone area. Witness alleges there was no way to see lane setup or construction markings from that direction. Insured was on opposite side of the cones, left in the roadway and then drove into a hole in the road that caused him to go airborne into a ravine. Vehicle was a total loss. Claim is to replace the loss of Vehicle.	\$31,402.12
07-25-22	Jeff Schneberger	Alleges that a City of Norman unit attending OHP Driving Training Course at Burns Flat, Oklahoma on August 24, 2021. The City unit collided with a barbwire H brace corner busting the welds loose and bending the pipes. Asking for reimbursement for cost of repairs. Incident #2021-52859	\$642.00

STUDY SESSION

On July 19, 2022, City Council met in Study Session for Administering the Oath of Office and Seating of Councilmember-Elect Elizabeth Foreman, Ward 6 and additionally discussed Utility Franchise agreements.

SPECIAL SESSION

On July 12, 2022, City Council met in Special Session and adjourned into Executive Session to discuss the pending litigation in the case of Shaz Investment Group L.L.C, vs. The City of Norman case No. CJ-2021-1044-TB and Doughty et al vs. Central Square Technologies, L.L.C., Case No. CIV-20-500-G to discuss possible purchase of property located at 1210 West Robinson Street.

CITY MANAGER 2

NORMAN FORWARD 2A



Memorandum

To: Jason Olsen, The City of Norman Parks and Recreation

From: A.J. Kirkpatrick, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 07.31.2022

Re: July 2022 Monthly Report

REPORT PERIOD: July 1 through July 31, 2022

WORK THIS MONTH

1. Friday, July 1, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
2. Tuesday, July 5, 2022 | 3:30 p.m. | YFAC FSB/ADG Coordination Pre-meeting
 - a. Meeting with FSB to facilitate coordination of contract documents
3. Wednesday, July 6, 2022 | 10:00 a.m. | Norman Development Center - OAC Meeting
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
4. Wednesday, July 6, 2022 | 5:00 p.m. | Griffin Park Ad Hoc Meeting
 - a. Project update to citizen ad hoc committee
5. Thursday, July 7, 2022 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
 - a. Discussion of project schedule, budgets, and critical issues
6. Thursday, July 7, 2022 | 1:00 p.m. | YFAC - OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
7. Friday, July 8, 2022 | 10:00 a.m. | Cleaning Bay Discussion
 - a. Cleaning Bay discussion with project team and contractor to help organize a solution
8. Monday, July 11, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
9. Monday, July 11, 2022 | 1:30 p.m. | Cleaning Bay: Follow Up
 - a. Follow up to action items from Friday's meeting with design team
10. Tuesday, July 12, 2022 | 2:00 p.m. | Norman ECOC Bi-weekly Programming Meeting
 - a. Discussion of programming issues on the ECOC
11. Tuesday, July 12, 2022 | 3:30 p.m. | CFOB Meeting
 - a. Presentation of ADG Graphic Report to committee
12. Tuesday, July 12, 2022 | 3:30 p.m. | YFAC FSB/ADG Coordination Pre-meeting
 - a. Meeting with FSB to facilitate coordination of contract documents
13. Wednesday, July 13, 2022 | 2:00 p.m. | Recap of furniture planning for YFAC
 - a. Internal prep meeting with ADG Interiors and City of Norman staff regarding furniture planning to date
14. Thursday, July 14, 2022 | 1:00 p.m. | NF YFAC Bi-weekly Programming Meeting
 - a. Discussion of outstanding design decisions
15. Thursday, July 14, 2022 | 2:30 p.m. | Norman Senior Center OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues

16. Friday, July 15, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
17. Monday, July 18, 2022 | 9:30 a.m. | ECOC: Building Height Discussion
 - a. Review with Crossland and NPD on cost implications from reduction of building height
18. Monday, July 18, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
19. Monday, July 18, 2022 | 3:00 p.m. | Senior Center FFE
 - a. Review of FF&E options with Operator and City of Norman
20. Tuesday, July 19, 2022 | 10:00 a.m. | Norman Development Center - Fitness Equipment Pre-Install Meeting
 - a. Reviewing of raceway and electrical needs for fitness equipment
21. Tuesday, July 19, 2022 | 2:00 p.m. | Norman ECOC Bi-weekly Programming Meeting
 - a. Discussion of programming issues on the ECOC
22. Tuesday, July 19, 2022 | 3:30 p.m. | FSB/ADG YFAC Coordination Pre-Meeting
 - a. Meeting with FSB to facilitate coordination of contract documents
23. Wednesday, July 20, 2022 | 10:00 a.m. | Norman Development Center – OAC Meeting
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
24. Wednesday, July 20, 2022 | 3:00 p.m. | ECOC Furniture - Plan Updates/Next Steps
 - a. Review of furniture layout with NPD
25. Thursday, July 21, 2022 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
 - a. Discussion of project schedule, budgets, and critical issues
26. Thursday, July 21, 2022 | 1:00 p.m. | Norman Forward Budget reviews
 - a. Review of individual project budgets for ongoing Norman Forward projects
27. Thursday, July 21, 2022 | 1:00 p.m. | YFAC - OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
28. Thursday, July 21, 2022 | 3:00 p.m. | ECOC – Interior Signage Review Meeting
 - a. Reviewing location and wording of interior signage and finish options
29. Friday, July 22, 2022 | 9:00 a.m. | ECOC Fitness Room Follow-up
 - a. Discussion of proposed layout and fitness equipment
30. Monday, July 25, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
31. Tuesday, July 26, 2022 | 9:00 a.m. | YFAC - Public Art Meeting
 - a. Discussion of selected public art piece including pedestal design
32. Tuesday, July 26, 2022 | 10:00 a.m. | YFAC – Ad Hoc member meeting with WTI
 - a. Discussion of committee member preferences on pool design
33. Tuesday, July 26, 2022 | 3:30 p.m. | FSB/ADG YFAC Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
34. Thursday, July 28, 2022 | 8:00 a.m. | ECOC Groundbreaking Coordination
 - a. Preparations for groundbreaking event
35. Thursday, July 28, 2022 | 9:30 a.m. | Senior Center Keying Plan
 - a. Meeting with keying contractor to confirm overall plan for project
36. Thursday, July 28, 2022 | 10:30 a.m. | ECOC TMC Coordination
 - a. Discussion of TMC portion of ECOC building design
37. Thursday, July 28, 2022 | 1:00 p.m. | NF YFAC Bi-weekly Programming Meeting
 - a. Discussion of outstanding design decisions
38. Thursday, July 28, 2022 | 2:00 p.m. | Norman Senior Center OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues
39. Friday, July 29, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
 - a. Discussion of project schedule, budgets, and critical issues

Construction Observation Site Visits:

- a. Griffin, Phase 5: 8
- b. Municipal Complex, City Hall: 8
- c. Municipal Complex, Development Center: 8
- d. North Base: 3
- e. Young Family Athletic Center: 10
- f. Reaves Park: 8
- g. Senior Center: 4

WORK ANTICIPATED THE UPCOMING MONTH (August 2022)

- Emergency Communications and Operations Center
 - Design development completion, design peer review and revised construction budget
 - Recurring bi-weekly programming meetings
- Griffin Park
 - Phase 5: Construction finishing up and punch walk scheduled
 - Phase 6: Construction underway; NTP issued on Aug 1
- Reaves Park
 - Construction in progress
- North Base Complex
 - Final reports for Davis Bacon compliance and deliverables
 - Finalizing amended punch list effort: Cleaning Bay resolution
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - Recurring bi-weekly OAC meetings and programming meetings
 - Ongoing vertical construction and beginning of steel erection
- Senior Wellness Center
 - Construction underway
 - Recurring OAC meetings
 - Awaiting GMP #6 as final package
- Municipal Complex
 - Development Center: Construction underway
 - Municipal Courts: CD's underway, beginning to reengage as Development Center remobilizes
 - Building C: Design development underway
 - FF&E selection, and layout underway
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- Norman ECOC
 - a. Schedule: Design underway
 - b. Budget: Alignment in progress
 - c. Issues: No known issues
- Griffin Park
 - a. Schedule: Phase V construction completion, Phase VI in construction
 - b. Budget: Alignment in process
 - a. Issues: No known issues
- Reaves Park
 - a. Schedule: Construction ongoing
 - b. Budget: In Budget
 - c. Issues: No known issues

- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: Construction ongoing
 - b. Budget: Alignment in progress
 - c. Issues: Pool depth
- Senior Wellness Center
 - a. Schedule: Construction ongoing
 - b. Budget: Alignment in progress; GMP #6 still forthcoming
 - c. Issues: Coordination with Oceans development; Sale date of 718 N Porter
- North Base
 - a. Schedule: Punch list completion, TCO in place
 - b. Budget: In Budget
 - c. Issues: Punch list completion; Cleaning bay floor
- Ruby Grant
 - a. In operation: Final acceptance by City Council on January 18, 2022
 - b. Budget: In budget
- Westwood Indoor Tennis Facility
 - a. In operation: Opening Celebration on May 24, 2019
 - b. Budget: Within budget
 - c. Issues: Court paint warranty extended another 12 months from September 22, 2022
- East Library
 - a. In operation: Opening Celebration on July 20, 2018
 - b. Budget: Within budget
- Central Library
 - a. In operation: Opening Celebration on November 4, 2019
 - b. Budget: Within budget
- Westwood Family Aquatic Center
 - a. In operation: Opening Celebration on May 26, 2018
 - b. Budget: Final Pay App approved on July 24, 2018
- Norman Forward Program Management
 - a. Schedule: Proceeding per Implementation Plan
 - b. Budget: Proceeding per Implementation Plan
 - c. Implementation Plan: Revised/Updated March 2022
 - d. Issues: None

SUBMITTED BY: ADG – A.J. Kirkpatrick

FINANCE 3

CITY OF NORMAN

Department of Finance
 Monthly Report – July 2022

Statistics on outputs from the various divisions of the Department of Finance (DOF) are presented on the following pages. Major projects which were completed or initiated by the DOF in July are discussed below:

Treasury Division:

In the month of July, the Treasury Division processed 38,414 payments in person and over the phone, a decrease of -6% from last month. Paymentus (the City’s 3rd party processor of online and automated telephone payments) processed 10,321 payments in July, a decrease of -4.8% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of July by -19.2%. Revenues from the City’s largest single source of revenue, sales tax, are below target by -1.7% for the year to date and -1.3% below last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 23 Budget To Date	FYE 23 Actual To Date	FYE 22 Actual To Date	FYE 21 Actual To Date
Sales Tax Revenue	\$4,508,142	\$4,434,031	\$4,489,960	\$3,718,474
General Fund Revenue	\$8,382,410	\$6,773,361	\$6,064,055	\$5,952,005
General Fund Expenses	\$7,712,368	\$6,573,913	\$7,247,746	\$5,976,812

Administration Division

	FYE 23		FYE 22	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	320.00	320.00	320.00
Total Comp Time Available	6.00	6.00	4.75	4.75
Total Overtime Hours	0.00		0.25	0.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	326.00	326.00	325.00	325.00
Benefit Hours Taken	52.00	52.00	50.00	50.00
TOTAL ACCOUNTABLE STAFF HOURS	274.00	274.00	275.00	275.00
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 23		FYE 22	
	July	YTD	July	YTD
Total Regular Hours Available	1,120.00	1,120.00	960.00	960.00
Total Comp Time Available	2.75	2.75	2.00	2.00
Total Overtime Hours	9.50	9.50	39.25	39.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,132.25	1,132.25	1,001.25	1,001.25
Benefit Hours Taken	255.25	255.25	164.00	164.00
TOTAL ACCOUNTABLE STAFF HOURS	877.00	877.00	837.25	837.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS

3B

	City Revenue Report		
	FYE 23	FYE 22	
	July	June	
Total Revenue Received (\$)	\$4,512,082	\$5,009,444	(\$497,362)
Utility Payments - Office (#)	38,414	40,897	(2,483)
Utility Payments - Office (\$)	\$4,265,437	\$4,158,867	\$106,570
Lockbox (#)	11,897	12,323	(426)
Lockbox (\$)	\$1,187,980	\$1,171,923	\$16,057
IVR Credit Card (#)	0	0	0
IVR Credit Card (\$)	\$0	\$0	\$0
Click to Gov (#)	0	0	0
Click to Gov (\$)	\$0	\$0	\$0
Paymentus (#)	\$10,321	\$10,840	(\$519)
Paymentus (\$)	\$1,414,202	\$1,454,609	(\$40,407)
UT Credit Card Payments (#)	0	0	0
UT Credit Card Payments (\$)	\$0	\$0	\$0
Art Donations (#)	0	0	0
Art Donations (\$)	\$0	\$0	\$0
Bank Draft Payments (#)	13,817	15,276	(1,459)
Bank Draft Payments (\$)	\$1,377,642	\$1,440,248	(62,606)
Utility Deposits (#)	0	0	0
Utility Deposits (\$)	\$0	\$0	\$0
Fix Payments (#)	0	0	0
Fix Payments (\$)	\$0	\$0	\$0
Processed Return Checks (#)	104	113	(9)
Processed Return Checks (\$)	(\$11,290)	(\$10,080)	(\$1,210)
Other Revenue Transactions (#)	0	0	0
Other Revenue Received (\$)	\$0	\$0	\$0
Accounts Receivable Payments (\$)	\$172,539	\$366,104	(\$193,565)
Accounts Receivable - Credit Card #	0	0	0
Accounts Receivable - Credit Card \$	\$0	\$0	\$0
Municipal Court - Fines/Bonds (\$)	\$7,402	\$107,085	(\$99,683)
Municipal Court - Credit Card (#)	15	261	(246)
Municipal Court - Credit Card (\$)	\$3,329	\$56,188	(\$52,859)
Municipal Court - C2G (#)	0	0	0
Municipal Court - C2G (\$)	\$0	\$0	\$0
Building Permits Cash Report (\$)	\$139,261	\$263,348	(\$124,087)
Building Permits Credit Card (#)	373	353	20
Building Permits Credit Card (\$)	\$120,079	\$136,160	(\$16,081)
Building Permits C2G (#)	0	0	0
Building Permits C2G (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$5,866	\$6,613	(\$747)
Occupational License - Bldg Insp. CC (#)	30	24	6
Occupational License - Bldg Insp. CC (\$)	\$4,391	\$5,288	(\$897)
Business License - City Clerk (\$)	\$7,620	\$11,900	(\$4,280)
Business License - City Clerk CR CD (#)	0	0	0
Business License - City Clerk CR CD (\$)	\$0	\$0	\$0
Convenience Fees - All Payments (#)	0	0	0
Convenience Fees - All Payments (\$)	\$0	\$0	\$0
Bank Drafts Billed (#)	0	0	0
Bank Drafts Billed (\$)	\$0	\$0	\$0
Interdepartmental Billing (#)	0	0	0
Interdepartmental Billing (\$)	\$0	\$0	\$0
Accounts Receivable Billed (\$)	\$82,345	\$1,036,611	(\$954,266)

Budget Services Division

	FYE 23		FYE 22	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	320.00	320.00	320.00
Total Comp Time Available	0.00	0.00	2.75	2.75
Total Overtime Hours	0.25	0.25	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.25	320.25	322.75	322.75
Benefit Hours Taken	67.75	67.75	88.00	88.00
TOTAL ACCOUNTABLE STAFF HOURS	252.50	252.50	234.75	234.75
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 23		FYE 22	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	800.00	800.00	800.00
Total Comp Time Available	6.25	6.25	25.50	25.50
Total Overtime Hours	45.50	45.50	25.00	25.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	851.75	851.75	850.50	850.50
Benefit Hours Taken	159.50	159.50	226.25	226.25
TOTAL ACCOUNTABLE STAFF HOURS	692.25	692.25	624.25	624.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 23		FYE 22	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	1,120.00	2,400.00	2,400.00
Total Comp Time Available	15.75	15.75	25.75	25.75
Total Overtime Hours	73.00	73.00	111.00	111.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,208.75	1,208.75	2,536.75	2,536.75
Benefit Hours Taken	334.25	334.25	561.00	561.00
TOTAL ACCOUNTABLE STAFF HOURS	874.50	874.50	1,975.75	1,975.75
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Office Services

	FYE 23		FYE 22	
	July	YTD	July	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	320.00	320.00	320.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	56.50	56.50	42.00	42.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	376.50	376.50	362.00	362.00
Benefit Hours Taken	85.75	85.75	56.00	56.00
TOTAL ACCOUNTABLE STAFF HOURS	290.75	290.75	306.00	306.00
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments

	FYE 22 June	FYE 23 July
Mail Payments - Lockbox	14,639	13,892
Mail Payments - Office	41	108
Mail Payments - Subtotal	14,680	14,000
Night Deposit	113	115
Click-to-Gov Payments	0	0
Paymentus Payments	12,323	11,897
IVR Payments	0	0
Without assistance payments - Subtotal	12,436	12,012
Drive-up window & inside counter	2,261	2,144
Credit Card machine payments (swipe)	0	0
Credit Card machine payments (phone)	0	0
With assistance payments - Subtotal	2,261	2,144
Total Payments Processed - Subtotal	29,377	28,156
Bank Draft (ACH) Payments	11,477	10,246
Total Payments (Utility)	40,854	38,402
Total Convenience Fees - all Payments	0	0
Grand Total Payments	40,854	38,402

Traffic Counter at Drive-up Facility

Night Drop *	0	0
8-5 Drive-up Window Customers *	0	0
Total Traffic Counter	0	0

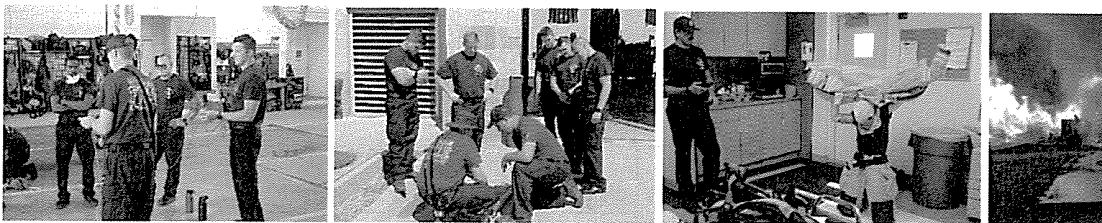
* These figures are included in the above Total Customer Contact Payments.

Utility Division Activity Report

	FYE 23		FYE 22	
	July	YTD	July	YTD
STATUS REPORT				
Regular Utility Accounts Billed	44,111	44,111	43,721	43,721
New Ons	1,044	1,044	929	929
Final Accounts Billed	672	672	834	834
TOTAL ACCOUNTS BILLED	45,827	45,827	45,484	45,484

FIRE DEPARTMENT

4



NFD Monthly Progress Report July 2022

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	53	3.13%
2 - Overpressure Rupture, explosion, Overheat - No Fire	1	0.06%
3 - Rescue & emergency	970	57.23%
4 - Hazardous Conditions (No Fire)	37	2.18%
5 - Service Call	159	9.38%
6 - Good Intent Call	376	22.18%
7 - False Alarm & False Call	74	4.37%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	1	0.06%
Incomplete Reports	24	1.42%
Total Incident Count (Unique Calls)	1695	100.00%
Number of Total Unit Responses	2346	

Total Fire Loss \$1,570,500.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	336	286	0:04:46
Station #2	194	337	0:05:37
Station #3	271	371	0:06:11
Station #4	206	324	0:05:24
Station #5	85	622	0:10:22
Station #6	83	600	0:10:00
Station #7	163	349	0:05:49
Station #8	125	394	0:06:34
Station #9	223	376	0:06:16

Community Outreach

Tours and Special Events	17	Fireworks Support, Parades, Tours, Ride Alongs, Parks Event Support
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Burn Permits

Burn Permits Issued	22	Conditions were only favorable for burning 1 day in July
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Training

Total Personnel Training Hours	1693	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.
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NFD Monthly Progress Report

July 2022

Item 7.

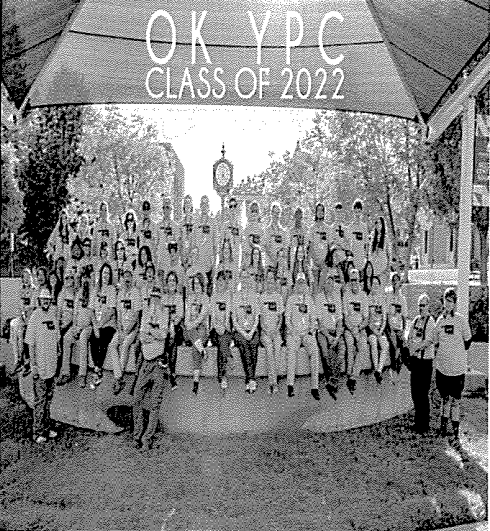
Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD3	11			1	3	3		3		1
Chief 301	29	3	3	4	3			10	5	1
Chief 302	16	2	4	1	1	1	2	2	2	1
Chief 303	16	2			2		1	3	6	2
Chief 304	4	2						2		
Chief 401	26	1		1	3	6	6	6	2	1
Chief 402	14	2		1	1	6	1			3
Chief 403	8	1		1	1	4	1			
Chief 404	9			1		3	2	2		1
Engine 1	369	333		7	3	1		16	4	5
Brush 1	11	4		2			1		2	2
Ladder 1	23	3	1	4	4		1	8		2
Engine 2	217	5	187	3	12			9		1
Brush 2	11	1	8		1				1	
Ladder 2	21	2		4	5			8		2
Engine 3	295	5	3	269	2	2	1	7		6
Brush 3	5		1	1		1	1		1	
Engine 4	224	4	4		203			6	7	
Brush 4	10		2		1				7	
Tanker 4	4				1				3	
Engine 5	56					48	7		1	
Brush 5	91					82	7		1	1
Engine 6	54			1	2	15	29	5	1	1
Brush 6	116	1		1		21	85	5	1	2
Rescue Boat 6	2					2				
Rescue 7	1							1		
Squad 7	191	7	5	4	8	1	1	157	5	3
Brush 7	4	1	1				1		1	
Engine 8	134	3			3			4	124	
Brush 8	11	1							10	
Tanker 8	12					5	2		5	
Engine 9	265	9		15	2	4	6	8		221
Brush 9	11	1		2		1	3		1	3
Tanker 9	17	1				6	8		1	1
EMS1	1	1								
Fire Marshal 1	3	1		1						1
Fire Marshal 2	11		1		2	1	1	5	1	
Fire Marshal 3	22	1	1	2	4	3	3	7	1	
Fire Marshal 4	9		1	2	1	1		2	2	
Fire Marshal 5	12			2	1	3	3	1		2
Total	2346	397	222	330	269	220	173	277	195	263

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division	Comments: July 2022
Regular Monthly Scheduled Activities	Unless otherwise noted all meetings are held at the Norman Fire Training Center 2207 Goddard Ave, Norman, OK
Each morning at 7:00 am, a silent test of the outdoor warning system is conducted	The test provides an operational snapshot of the status of the system. This information provides information if a unit needs maintenance and if it is operating properly
Each Monday morning at 10:00 am, the National Weather Service conducts a video call regarding the upcoming weekly weather.	This call has the option for video participation and telephone call in. It is primarily for the Emergency Management of jurisdictions, school, State offices involved in EM, Tribes and other entities tasked with severe weather operations. It is not intended for the general public nor is this just a weather forecast. This time allows for interaction with the NWS about concerns that directly affect the local jurisdiction so they may better prepare for incoming weather.
Each Tuesday evening at 6:30 pm, ELMER night with the Amateur radio club (SCARS, www.w5nor.org) at the Fire Training Center (South Canadian Amateur Radio Society)	The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations
Each Wednesday Morning 9:15 am	Radio test with State Emergency Management. This tests the local and statewide capability for voice communication to the State office and to other jurisdictions.
Each first Thursday evening of the month is amateur radio testing night at 6:00 pm	Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing. Effective date is TBD

<p>Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by “Adopting a Pole” and reporting the siren status they adopt at the website www.w5nor.org</p>	<p>Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue. Note: The units are not tested to full capacity.</p>
<p>Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps</p>	<p>The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.</p>
<p>Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross</p>	<p>Meetings are conducted at the Fire Training Center and usually held on an as needed basis.</p>
<p>Local Emergency Preparedness Committee</p>	<p>Meets quarterly (normally at the Norman Regional hospital on Porter) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information</p>
<p>Other Emergency Management Activities</p>	
<p> </p>	
<p>Local Response</p>	
<p>Red Cross Coordination for burn outs. In July there were two fires responded to in order to assist families with immediate needs.</p>	<p>With the robust reorganization in the Red Cross and the turmoil of having a in home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.</p>
<p> </p>	
<p>Youth Camp</p>	
<p>The 2022 Youth Preparedness Camp was held at Northeastern University in Tahlequah, OK is underway. Dates were July 16-22, 2022.</p>	<p>This Camp was the second Youth Preparedness Camp conducted by the Oklahoma Youth Preparedness Council. There were 34 students and 14 adults participating in the camp. This program trained students in two primary areas. 1:</p>

	<p>The Citizens Emergency Response Training program and 2: A course of Community Preparedness Training. Students and staff were housed in the dorms and logistic support was provided by NSU emergency Management. The course was very robust and kept the students and staff highly engaged in training and learning hands on skills critical in disaster operations. The FEMA Region 6 representative indicated the camp was the best he had seen so far. The camp was nationally recognized by Bill Bischof, FEMA Region 6, National Preparedness Division</p>
	
<p>The Norman Art Walk conducted each second Friday contacted the EM Division for support of a cooling station.</p>	<p>On Request, the Norman Emergency Response Volunteer Team provides various support to the Art walk. It can be cooling fans, basic first aid or providing promotional and information preparedness material.</p>
<p>Norman EM coordinates the activities of the Cleveland County Medical Reserve CORPS Unit 0333 in collaboration with the Cleveland County Health Department. During the COVID response by the health department the MRC was vital in operating numerous points of distribution for the vaccine injections. More than 3000 volunteer hours were provided during</p>	<p>The Emergency Management Coordinator met with the State Coordinator and the Cleveland County Local Response Coordinator (LRC) to discuss the reorganization of the health departments and the management of the MRC Unit. Cleveland County is now assigned to take care of solely Cleveland County.</p>

the height of the response.	Previously they supported 5 counties. The reassignment identifies the health department as Region 10, Cleveland County. This will assist in the collaboration of the MRC unit and will continue to enhance the Norman Emergency Volunteer response. The Unit applied for and received a \$75K grant that is intended to focus on those issues from the COVID response to make things better.
Grants Status	
National Association of City and County Health Officials	
2020 Operational Readiness Award	GF0024 completed with less than \$50
2021 Operational Readiness Award	GF0025 55% completed
2022 Operational Readiness Award	GF0026 \$1686 remaining
RESPOND, INNOVATE, SUSTAIN, EQUIP Award	GF0027 Issues with the execution of the grant ha delayed in receiving the first 1/3 payment
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Disaster DR-4222 2015	Federal portion paid, State portion of \$91,808.32 is pending
Disaster Dr-4575 October 2021	The federal government has changed the reimbursement reported in the April report from 90% to 100%. This supplement will be processed automatically and provided to the City at a future date.
Mitigation Grant Status	
Norman Safe Room grant program	All supplemental checks mailed with one exception. Efforts to locate the party has not been successful at this time.
Severe Weather Issues	
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)

July 2022 Fire Prevention Activity Summary

Prevention Department Update and Activities

In the month of July, three of the Fire Inspectors moved to 24 hour shifts in order to better support the community and Fire Suppression. This allows for a quicker response time for Fire Investigations and makes someone available to address Fire Prevention concerns at all times.

Training	17.5 unit hours	Medical, Fire & Arson
Inspections/Re-Inspections	79 hours	Annual, Certificate of Occupancy, Daycare, Fire Alarm, Fire Suppression System, General, Occupancy
Smoke Detectors	7	Install Smoke Detectors/Replace Batteries
Investigations	19	12 Closed, 4 Complete, 3 Pending
Investigative Activities	74.5 hours	Fire Scene Investigation, evidence to evidence shed, OSBI, interviews/Interrogation
Department Meetings	17 (58 hours)	Software Presentations, Mandatory Alcohol Training, Spotlight Interviews, Fire Watch Information, etc
Station & Equipment Maintenance	32 hours	Moving/Organization of items at NIC & NIC Library, Building/Painting office & living quarters for 24 hr shift personnel at Fire Station 8.
Public Education	9.5 hours	Fire Drill and Extinguisher Training for Citizens. Smoke Detectors, etc.

Planning Officer Activities

Activites	Notes	Number	Staff Hours
Building Permits/Development Review Team		14	20
Inspections/Re-Inspections		30	35
Citizen Calls for Information		6	5
Training - Plan Review Training		7	56
Meetings		8	8
Totals		65	124

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
July 2022

ADMINISTRATION

Administrative Support

- Processed Monthly Department Report
- Processed invoices and reconciled expense accounts
- Personnel Actions Entered for Pay Periods 14, 15, and 16
- Labor Relations: Coordinate meetings for August negotiations with all three unions.
 - Provided Chief Negotiator with information requested

BENEFITS

- Conducted three (3) new hire orientations
- Processed enrollment forms, terminations, and changes to health, life, and supplemental products for general health/dental changes
- Reconciled health, dental, and supplemental products
- Continued education of plan documents
- Fielded phone calls to discuss benefits, claims and wellness screenings

PERSONNEL ACTIONS

New Hires – 21

Dept./Div.	Position	Number of Employees
Fire/Suppression	Firefighter Recruit	14
Parks & Rec/Park Maint.	Laborer	1
Utilities/Meter Services	Meter Reader	1
Police/Emergency Comm.	Communications Officer I	1
Police/Emergency Comm.	Communications Officer II	1
Utilities/WLM	Utility Distribution Worker I	2
Utilities/WTP	Laborer	1

Separations – 20

Dept./Div.	Position	Number of Employees
Parks & Rec/Custodial Svcs	Custodian	1
Parks & Rec/Recreation	Recreation Leader I	1
Police/Patrol	Police Officer	1
Parks & Rec/WW Pool	Admissions Clerk (PT)	1
Planning/CDBG	Emergency Shelter Case Manager	15
Utilities/WTP	Laborer-Temp	1

Promotions – 8

Dept./Div.	Position	Number of Employees
Human Resources/Admin	Benefits Administrator	1
Fire/Prevention	Fire Inspector	3
Public Works/Fleet	Mechanic I	1
Public Works/Stormwater	Maintenance Worker II	1

Fire/Admin	Planning Officer	1
Utilities/WTP	Plant Operations/Maint. Tech	1

Item 7.

RECRUITMENT

Accepted applications for the following positions:

Department/Division	Position
Finance/Revenue/Meter Services	Meter Reader
Human Resources/Administration	Compensation Specialist
Parks & Recreation/Facility Maintenance	Custodian (PPT)
Parks & Recreation/Park Maintenance	Maintenance Worker I
Parks & Recreation/Recreation	Food & Beverage Tech I (PT)
Parks & Recreation/Recreation-12 th Ave	Recreation Leader I
Parks & Recreation/Recreation-Little Axe	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Little Axe	Recreation Leader I
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Facility Maintenance I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Cashier I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Head Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Slide And Gate Attendant (PT)
Parks & Recreation/Westwood Family Aquatic Center	Swim Instructor (PT)
Parks & Recreation/Westwood Golf Center	Golf Course Attendant (PT)
Planning/Code Compliance	Code Compliance Inspector
Planning/Planning Services	Administrative Technician III
Police/Administration	Police Public Information Officer
Police Department	Police Officer
Police/Emergency Communications Bureau	Communications Officer I
Police/Emergency Communications Bureau	Communications Officer II
Police/Staff Services	Parking Service Officer (PPT)
Police/Staff Services	Police Records Clerk
Public Works/Fleet	EVT Mechanic II
Public Works/Fleet	Mechanic I
Public Works/Planning Services	Administrative Technician III
Public Works/Stormwater	Maintenance Worker I
Public Works/Streets	Maintenance Worker I
Public Works/Traffic	Traffic Management Center Engineer
Public Works/Traffic	Traffic Signal Technician
Utilities/Sanitation	Sanitation Worker I
Utilities/SLM	Utility Collection Worker I
Utilities/Water Line Maintenance	Utility Distribution Worker I
Utilities/Water Reclamation Facility	Plant Operator D
Utilities/Water Reclamation Facility	Temporary Laborer (PT)
Utilities/Water Treatment Plant	Plant O & M Technician
Utilities/Water Treatment Plant	Temporary Laborer (PT)

Recruitment & Hiring Statistics:

Contacts/Inquiries		Selection Process Elements	
In Person	375	Written Exams	2
Phone	470	Practical Testing/Assessment Center	1
Mail	305	Panel Board Interviews	15
Email	320	Promotions	7
Total Subscribers-E-mail Vacancy List	1,425	Oral Interviews	3
Total Page Views for HR Website	5,635	Hiring/Promotion Board	0

Hiring Statistics		Recruitment Statistics	
Pre-Employment Background Investigations	18	Advertisements Placed	28
Pre-Employment Drug Screens	17	Applications Received	134
Pre-Employment Physicals	13	Job Announcements Emailed	75
Pre-Employment Criminal Backgrounds	9	Job Announcements to CON Depts.	405

TRAINING AND DEVELOPMENT

Conducted training for three (3) new employees on the topics of Understanding, Responding to and Preventing Workplace Harassment, ADA, Workplace Violence, City of Norman Code of Ethics and Code of Conduct, Customer Service Give em the Pickle, Computer Networks and Communications Policy, and Social Media Policy.

Provided Commercial Driver License A (CDLA) Theory and Learner’s Permit training conducted through the Moore Norman Technology Center, CDL Entry-Level Driver Training program for two employees in Utilities, Line Maintenance Division. Topics included Basic Operation, Orientation, Control Systems/Dashboard, Pre- and Post-Trip Inspections, Basic Control and Operating Practices.

Provided Alcohol Awareness, Signs, Symptoms, and Consequences training conducted by the City of Norman’s EAP provider for 113 employees in the Norman Fire Department.

The Computer Training Lab was the site for Tyler Technologies Munis software training and IT ERP weekly meetings.

SAFETY

- Safety material documents were sent to divisions each week
- Trained 252 employees in Active Shooter Response
- Conducted three (3) new employee orientations
- Safety meetings were held covering Personal Protective Equipment & Safe Lifting Techniques

Recordable Injuries – 3

Dept./Division	Nature of the Injury	Activity	Prognosis
Fire/Firefighter	Strained left foot	Jumped while doing PT & landed on the outside of left foot	Off work
Police/Community Outreach	Strained left knee	While stepping out of Unit # 1051, knee was twisted and he heard a pop	Work restrictions

Utilities/ Meter Services	Strained left side of chest	Experienced pain in left side chest area while reading meters	Work restrictions	Item 7.
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Recordable Injuries per calendar year. CY 2021 is current year to date:

2022	2021	2020	2019	2018	2017
29	64	57	65	71	59

Vehicle Collisions: 2

Division	Description of Collision	Status
Utilities/ Sanitation	Driver misjudged stopping distance & struck a dump truck at an intersection causing damage to vehicles	"At Fault"
Public Works/ Traffic Control	City vehicle was headed east on Robinson St. when another vehicle pulled onto Robinson St. hitting the passenger rear side of City vehicle	"No Fault"

Current number of "at fault" Vehicle Collisions per fiscal year:

2023	2022	2021	2020	2019	2018
1	3	10	3	8	5

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department
Monthly Report – July 2022.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on Incode for Municipal Court, Munis for Financials, Advanced Utilities for utility billing, Tyler EAM for Work Orders, as well as Intellitime for Time and Attendance. Munis for HR Module has completed. CityView for Planning and Permits began May 2021 and will continue into first quarter 2023.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization.	Ongoing: New core switching is implemented and speed enhanced at main 201 W Gray campus. IT Network staff are in implementation and testing of networking and security appliances, as well as virtual upgrades.

Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing
Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation possible launch in FYE23
New Building construction support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Progress – Sanitation, Line Maintenance, Sr. Center, YFAC, EOC, Building D, Building A, Building C, Bus Station, Building Maint.
Jenkins Street Fiber Move	Move the city's fiber optics out of the way of construction during the Jenkins Street widening project.	In Planning – to be complete by end of calendar year 2022.
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who uses the network and email.	Ongoing

Endpoint Security Review	Review current endpoint security appliances and software and make upgrades as necessary.	In Progress
Print consolidation	Work with outside vendor to consolidate all print, fax, copy machines in CoN facilities.	In Planning
Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Planning
Print Shop Move to IT	Transition the Print Shop from the Finance Department in to the IT Department.	In Planning
Network Infrastructure Improvements	Utilize our new Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Planning

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of July 2022.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 29 emails from the groups shown were sent from city servers using city resources – of those 47,290 were delivered to outside mailboxes for the month of July 2022. The city servers generated mass communications to Norman citizens of 47,290 messages from only 29 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 304,492 attempted incoming and 93,231 outgoing messages for the month of July 2022. Incoming messages totaling 150,400 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents nearly 49% of our inbound mail. This percentage continues to be the norm for malicious email/spam. The IT Department has made the decision to block inbound traffic from countries with known malicious attackers that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

The City of Norman's web site is hosted, updated, and maintained by the IT Department. In the month of July 2022, the City of Norman's web site had 134,261 individual web sessions access the web site for 274,219 total page views. Of those sessions, 73,793 were identified as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the path that we have followed through our ERP Implementation Project. The project began in January of 2018 and is expected to run through FYE23. The City Council has approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once complete the city will have enhanced automated services and web services for our citizen base as

Table 1

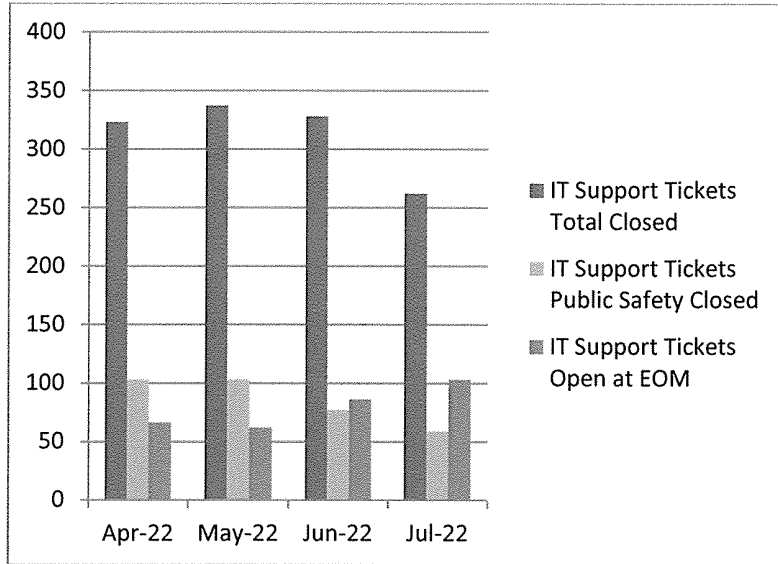


Table 2

July 2022 LIST SERVER REPORT			
Group	Active Members	Mailings	Total Delivered
Affirmative Action Group	15	5	75
Job Posting	1425	5	7125
Norman News	2110	19	40090
Totals	3550	29	47290

Executive Summary

ironport.example.com

01 Jul 2022 00:00 to 31 Jul 2022 23:59 (GMT -05:00) **Data in time range: 100.0 % complete**

Incoming Mail Graph

Incoming Mail Summary

Message Category	%	Messages
Stopped by IP Reputation Filtering	35.9%	109,290
Stopped by Domain Reputation Filtering	10.7%	32,683
Stopped as Invalid Recipients	0.0%	6
Spam Detected	2.6%	8,067
Virus Detected	0.0%	46
Detected by Advanced Malware Protection	0.0%	151
Messages with Malicious URLs	0.0%	58
Stopped by Content Filter	0.0%	99
Stopped by DMARC	1.9%	5,843
S/MIME Verification/Decryption Failed	0.0%	0
Total Threat Messages:	49.4%	150,400
Marketing Messages	15.3%	46,739
Social Networking Messages	1.4%	4,276
Bulk Messages	13.6%	41,432
Total Graymails:	30.4%	92,447
S/MIME Verification/Decryption Successful	0.0%	0
Clean Messages	20.2%	61,645
Total Attempted Messages:		304,492

Outgoing Mail Graph

Outgoing Mail Summary

Message Processing	%	Messages
Spam Detected	0.0%	0
Virus Detected	0.0%	0
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.0%	0
Stopped by Content Filter	0.0%	9
Stopped by DLP	0.0%	0
Clean Messages	100.0%	93,222
Total Messages Processed:		93,231

Message Delivery	%	Messages
Hard Bounces	2.1%	1,935
Delivered	97.9%	91,380
Total Messages Delivered:		93,315

Sessions	↓	Pages / Session	Pageviews	Users	New Users	Bounce Rate
134,261 % of Total: 100.00% (134,261)		2.04 Avg for View: 2.04 (0.00%)	274,219 % of Total: 100.00% (274,219)	84,007 % of Total: 100.00% (84,007)	73,793 % of Total: 100.04% (73,764)	4 Avg for
8,392 (6.25%)		1.97	16,558 (6.04%)	7,220 (6.25%)	5,171 (7.01%)	5
7,302 (5.44%)		1.74	12,677 (4.62%)	6,043 (5.24%)	4,424 (6.00%)	5
5,477 (4.08%)		2.06	11,296 (4.12%)	4,669 (4.04%)	2,799 (3.79%)	4
5,409 (4.03%)		2.07	11,183 (4.08%)	4,643 (4.02%)	2,862 (3.88%)	4
5,176 (3.86%)		2.06	10,658 (3.89%)	4,468 (3.87%)	2,546 (3.45%)	4
5,110 (3.81%)		2.17	11,066 (4.04%)	4,312 (3.74%)	2,549 (3.45%)	4
4,827 (3.60%)		2.07	10,007 (3.65%)	4,215 (3.65%)	2,659 (3.60%)	4
4,608 (3.43%)		1.90	8,770 (3.20%)	3,967 (3.44%)	2,463 (3.34%)	5
4,569 (3.40%)		2.08	9,496 (3.46%)	3,937 (3.41%)	2,575 (3.49%)	4
4,486 (3.34%)		2.12	9,524 (3.47%)	3,853 (3.34%)	2,448 (3.32%)	4

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
July 2022 Report
(Submitted August 12, 2022)

MONTHLY HIGHLIGHTS:

Kevin Easley v. City of Norman, CV-2022-2830

This case is an appeal from the July 27, 2022, Board of Adjustment decision denying the Plaintiff's request for a variance. After purchasing 549 South Lahoma in 2011, the Plaintiff replaced a number of windows without obtaining a certificate of appropriateness as required by the City's Historic District Ordinances. This is the third case that involves windows at 549 South Lahoma. The prior cases resulted in judgments in favor of the City.

AMF Development v. City of Norman, et al, CJ-2018-1134; SD 119,677 (K)

On July 22, 2022, the Court of Civil appeals affirmed summary judgment in favor of the City. The Plaintiff's claim against the City arises out of a temporary moratorium the City placed on residential construction on certain lots in the Summit Valley addition to allow the Oklahoma Water Resources Board to evaluate whether a dam that bordered the lots was a high hazard dam. The OWRB subsequently determined that the dam was not a high hazard dam and the moratorium was lifted.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

Harmon et al. v. City of Norman et al., CIV-18-0688; 18-6187; 22-6019 (K)

Shaw, Austin, et al. v. City of Norman, et al., CIV-21-1124-J; 22-6106; CJ-2019-1313 (K)

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, Case No. 05-MD-01720 (JG)(JO) (K)

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

Doughty v. CentralSquare Technologies LLC, et al., CJ-2020-451; CIV-2020-500 (K)

Thompson v. City of Norman, et al., CJ-2019-71; CIV-19-13 (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

Fleske Holding Company LLC v. City of Norman, CV-2018-956; SD 119,649

Henderson, et al. v. City of Norman, et al., Case No. CJ-2016-610 (K); DF-120316

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. *General Lawsuits*

Armstrong v. City of Norman, CJ-2012-1638 (K)

City v. Haddock, CV-2010-357 TS (K, S)

City v. IAFF, CV-2011-48 L; DF-109447 (K)

City v. Komiske, Cobblestone Creek Management Company, et al, CV-2012-748 (K, W)

City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2021-445 (S)

City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2022-424 (S)

City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2022-647 (S)

This case arises out of a third search warrant for animals on the Defendants' property that appeared to be neglected or abused.

Etter v. City of Norman, CJ-2021-731 (K)

FOP/IAFF/AFSCME v. Okla. Dept. of Labor and City of Norman, CJ-2005-1170 L (K)

FOP v. City of Norman, CV-2011-876 L (K)

Martin Florez v. City of Norman & John Doe, CJ-2021-1051

Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)

Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)

Jaclyn Jacobs v. City of Norman, CJ-2022-794 (K)

This case was filed on July 18, 2022. It arises out of a sewer backup at 124 East Johnson Street. Staff's investigation indicates that the backup was caused by an obstruction in a lateral sewer line that services 124 East Johnson and 923 Julia Avenue.

City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)

City v. Lonnie Hodges, CV-2020-2922

The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)

McCarver v. City of Norman, CJ-2013-128 TS (K)

Hunter Miller Family v. City of Norman, CV-2022-683 (K)

This case was filed on February 28, 2022 but it was not served on the City until July 7, 2022. It arises out of Council's decision to deny the Plaintiff's request for PUD zoning at 1035 and 1027 South Berry Road.

Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)

Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)

Walling v. Norman Regional Health System, et al, CJ-2014-874 (K)

B. Condemnation Proceedings

- City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
- City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
- City of Norman v. Tietsort Revocable Trust, et al., CJ-2013-775 (M)
- City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)
- City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M)
- City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M)
- City of Norman v. D&J Land, LLC, et al. CJ-2022-251 (M)

A Joint Application and Agreed Order for Disbursing Funds to the owner were filed effective August 4, 2022. Disbursement of funds to the owner occurred on August 9, 2022 according to the online court docket.

C. Lawsuits involving a City claim/interest in Property, Foreclosure Actions, and Applications to Vacate

- City of Norman v. Legacy Property Partners, LLC, CV-2018-249 (K, S)
- Mortgage Clearing Corporation v. Ricky Joe Butler, et al., CJ-2016-219 (M)
- Mortgage Clearing Corporation v. Doiron, et al., CJ-2014-1459 (M)

D. Municipal Court Appeals
None

E. Small Claims Court

- Almost Home Investment, et al. v. City of Norman, SC-2014-3027 (K)

F. Board of Adjustment Appeals
None

LABOR / ADMINISTRATIVE PROCEEDINGS

A. Grievance & Arbitration Proceedings (K)

This office has assisted with the following grievances:

- AFSCME Grievance FYE 21-02 – (COVID-19 Leave)
- AFSCME Grievance FYE 21-05 – (Brooks & Stephens)
- AFSCME Grievance FYE 21-06 – (Parks HEOs and MWIIIs)
- AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)
- AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)
- AFSCME Grievance FYE 22-08 – (Sherri Cole – Negative Evaluation)
- AFSCME Grievance FYE 22-09 – (Sherri Cole – Harassment)
- AFSCME Grievance FYE 22-10 – (Danny Millsap – Working Environment)
- AFSCME Grievance FYE 22-11 – (Kay Johnson – Discipline/Unsatisfactory Work Performance)

AFSCME Grievance FYE 22-12 – (Stephanie Shelton – Discipline/3 Day Suspension)
AFSCME Grievance FYE 22-13 – (Stephanie Shelton – Discipline/5 Day Suspension)

IAFF Grievance FYE 21 – (Carl Smith – Improper Compensation)
IAFF Grievance FYE 22 – (Battalion Chief)
IAFF Grievance FYE 22 – (Clymer Promotion)
IAFF Grievance FYE 22 – (Fire Training Officer)
IAFF Grievance FYE 22 – (Source Documents)
IAFF Grievance FYE 22 – (Chris Beirne)
IAFF Grievance FYE 22 – (Chris Beirne)
IAFF Grievance FYE 22 – (Fire Marshal Grievance)
IAFF Grievance FYE 22 – (Fire Inspector Grievance)
IAFF Grievance FYE 22 – (Planning Officer)

B. Equal Employment Opportunity Commission (EEOC)

Candice Smith, 564-2022-00673 (Discrimination)

C. Contested Unemployment Claims (OESC)

None

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney’s Office in the Municipal Criminal Court through July 2022. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 21	FYE 22	FYE 23	FYE 21	FYE 22	FYE 23	FYE 21	FYE 22	FYE 23
JULY	545	275	165	23	11	7	16	7	9
AUG	444	236		11	9		14	5	
SEPT	520	263		10	9		13	5	
OCT	325	269		4	12		7	6	
NOV	259	228		0	2		6	6	
DEC	279	162		6	1		7	3	
JAN	134	185		3	9		0	6	
FEB	178	787		1	8		0	8	
MAR	270	282		6	13		5	9	
APR	420	323		6	12		13	10	
MAY	507	582		10	21		13	12	
JUNE	422	268		0	7		11	11	
TOTALS / YTD	4,303	3,860	165	80	114	7	105	88	9

WORKERS' COMPENSATION COURT

The total number cases pending as of July 2022 are 17. One settlement was approved by Council on July 12, 2022. There was one new workers compensation case received during the month of July 2022. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES	FYE20 CASES
Fire	Suppression	3		4	2	2
Fire	Prevention	1		1		
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool			1		
Planning	Development Services					
Police	Animal Welfare	2			2	1
Police	Criminal Investigation	2		1		
Police	Patrol	4	1	4	1	2
Police	Administration	2		2		
Public Works	Street Maintenance	2		1	1	1
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Utilities	Line Maintenance					1
Utilities	Sanitation					
TOTALS		17	1	14	6	7

List of Pending Cases

- Adams, Malia Jessie v. City of Norman, CM-2020-01069 Q
 (Police, Animal Welfare, Animal Welfare Officer, R. Hip, Low Back with Radicular Symptoms, Mid-Back Consequential; + Thoracic Spine)
- Adams, Malia Jessie v. City of Norman, CM-2021-02000 A
 (Police, Animal Welfare, Animal Welfare Officer, R. Ankle, Mid/Low Back)
- Amason, Amber v. City of Norman, WCC 2012-12306 K
 (Police, Patrol, MPO, Intestinal/Parasite/Infection)
- Boxford, Steven Lee v. City of Norman, CM-2022-03698 N
 (Police, Patrol, MPO, L. Shoulder, Neck, L. Hand, L. Arm, L. Hip, R. Knee)
- Ericksen, Tammy L. v City of Norman, CM-2021-06871 E
 (Police/Emergency Communications/Communications Supervisor, R. Hip, R. Knee, R. Shoulder, Back)
- Ericksen, Tammy L. v City of Norman, WCC-2022-15003 K
 (Police/Emergency Communications/Communications Supervisor, Both Ears)
- Henderson, Fred L. v. City of Norman, CM-2022-01483 Y
 (Fire, Prevention, Fire Marshal, Both Knees)
- Hiatt, Darin v. City of Norman, CM-01014 Q
 (Public Works, Streets, HEO, Neck, R. Shoulder, R. Hand)
- Kizzia, Derrald v. City of Norman, WCC 2014-06995 K

(Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)
Lewis, Brian K. V. City of Norman, CM-2022-02245 H
(Fire/Suppression/Fire Driver Engineer, Neck, Back UNS, L Knee, L. Leg)
Mosley, Kent v. City of Norman, CM-2020-00585 X
(Police, Patrol, Sergeant (Mid & Low Back, Radicular Pain Down L. & R. Leg, R. Big Toe, R. & L. Buttocks + Neck, Headaches + Consequential Erectile Dysfunction) + Disfigurement to Stomach
Newell, Richard v. City of Norman, WCC-2022-15014 H
(Police, Narcotics, Police Sergeant, R. Knee)
Robertson, Kellee v. City of Norman, WCC 2010-13896 F
(Police, Narcotics, MPO, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)
Stamper, Jonathan A. v. City of Norman, CM-2022-03706 J
(Fire, Suppression, Firefighter, Low Back, R Knee)
Tushmann, Sean Michael v. City of Norman, CM-2022-04310 H
(Police/Patrol/Lieutenant, L Shoulder, Elbow, Hand)
Wilkins, Levi v. City of Norman, CM-2019-05323 X
(Fire, Suppression, Fire Driver Engineer, BAW, Cancer)
Younts, Jerry Wayne v. City of Norman, CM-2020-06911 F
(Public Works/Street Maintenance/HEO, L Shoulder, Neck)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through July 2022.

DEPARTMENT	FYE 23 Month	FYE 23 YTD	FYE 22 YTD	FYE 21	FYE 20
Animal Control			2	1	
Finance – IT				1	
Fire			2	1	4
Legal				2	
Other			6	11	10
Parks			2	4	6
Planning			2		
Police	1	1	8	3	5
Public Works – other			2	2	3
Public Works – Stormwater			1		2
Public Works – Engineering				1	2
Public Works – Streets	2	2	10	9	11
Utilities – Water	1	1	6	11	11
Utilities – Sanitation			6	12	12
Utilities – Sewer			4	5	5
TOTAL CLAIMS	4	4	51	63	71

CURRENT CLAIM STATUS	FYE 23 TO DATE	FYE 22	FYE 21	FYE 20
Claims Filed	4	51	63	71
Claims Open and Under Consideration	3	10	0	0
Claims Not Accepted Under Statute/Other	0	3	10	11
Claims Paid Administratively	0	13	11	13
Claims Paid Through Council Approval	0	2	7	14
Claims Resulting in a Lawsuit for FY	0	1	3	1
Claims Barred by Statute (No Further Action Allowed)	0	13	32	32
Claims in Denied Status (Still Subject to Lawsuit)	1	9	0	0

MUNICIPAL COURT

8

**MUNICIPAL COURT
MONTHLY REPORT
JULY - FY '23**

CASES FILED

	<u>JULY</u>	<u>FY23</u>	<u>Y-T-D</u>	<u>JULY</u>	<u>FY22</u>	<u>Y-T-D</u>
Traffic	261		261	338		338
Non-Traffic	223		223	147		147
SUB TOTAL	484		484	485		485
Parking	348		348	356		356
GRAND TOTAL	832		832	841		841

CASES DISPOSED

	<u>JULY</u>	<u>FY23</u>	<u>Y-T-D</u>	<u>JULY</u>	<u>FY22</u>	<u>Y-T-D</u>
Traffic	297		297	419		419
Non-Traffic	215		215	198		198
SUB TOTAL	512		512	617		617
Parking	298		298	414		414
GRAND TOTAL	810		810	1,031		1,031

REVENUE

	<u>JULY</u>	<u>FY23</u>	<u>Y-T-D</u>	<u>JULY</u>	<u>FY22</u>	<u>Y-T-D</u>
Traffic	\$ 33,968.33		\$ 33,968.33	\$ 56,303.53		\$ 56,303.53
Non-Traffic	\$ 12,753.23		\$ 12,753.23	\$ 25,349.83		\$ 25,349.83
SUB TOTAL	\$ 46,721.56		\$ 46,721.56	\$ 81,653.36		\$ 81,653.36
Parking	\$ 10,930.00		\$ 10,930.00	\$ 11,400.00		\$ 11,400.00
GRAND TOTAL	\$ 57,651.56		\$ 57,651.56	\$ 93,053.36		\$ 93,053.36

MUNICIPAL COURT - MONTHLY REPORT
July 2022

JUVENILE COMMUNITY SERVICE PROGRAM

Due to a vacancy in program staff, juveniles located and worked community service projects on their own.

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 18 new cases and closed 12 cases during the month of July 2022. 1 Mediation was held.

PARKS AND RECREATION 9

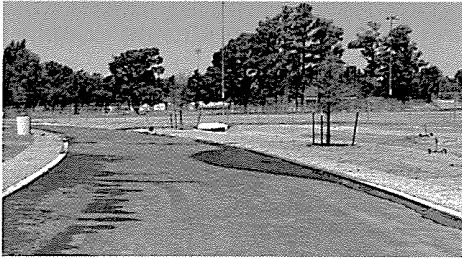
JULY 2022 PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal & leaf clean-up in City Parks as well as restroom/shelter cleaning & landscape maintenance in City Parks.

SAFETY REPORT	FYE-23 MTD	FYE-23 YTD		FYE-22 MTD	FYE-22 YTD
On-The-Job Injuries	0	0		1	1
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	Total Man	Hours YEAR-TO-DATE		Total Man	Hours YEAR-TO-DATE
Big Mowing	77.00	77.00		145.50	145.50
Trim Mowing	777.00	777.00		941.00	941.00
Chemical Spraying	165.00	165.00		43.00	43.00
Fertilization	4.00	4.00		0.00	0.00
Park Tree Work	204.00	204.00		0.00	0.00
Street Tree Work	12.00	12.00		0.00	0.00
Trash Maintenance	57.00	57.00		24.00	24.00
Sprinkler Maintenance	192.00	192.00		0.00	0.00
Watering	0.00	0.00		64.00	64.00
Painting	0.00	0.00		116.00	116.00
Landscape Maintenance	131.00	131.00		0.00	0.00
Seeding/Sodding	0.00	0.00		19.00	19.00
Ballfield Maintenance	0.00	0.00		0.00	0.00
Fence Repairs	0.00	0.00		0.00	0.00
Equipment Repairs/Maintenance	146.50	146.50		0.00	0.00
Material Hauling	12.00	12.00		93.00	93.00
Snow/Ice Removal	0.00	0.00		8.00	8.00
Christmas Setup	0.00	0.00		0.00	0.00
Vector Control	59.00	59.00		0.00	0.00
Events	96.00	96.00		8.00	8.00
Vandalism Repair	4.00	4.00		0.00	0.00
Trail Maintenance	0.00	0.00		0.00	0.00
Playground Maintenance	221.50	221.50		119.00	119.00
Restroom Maintenance	0.00	0.00		27.50	27.50
Carpentry/Welding	33.50	33.50		0.00	0.00
Shop Time	43.00	43.00		0.00	0.00
Special Projects	159.00	159.00		70.00	70.00
Miscellaneous	299.75	299.75		181.75	181.75

Park Development Activities July 2022

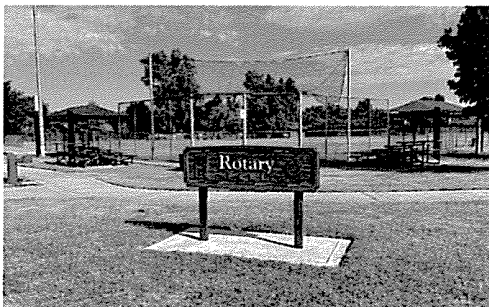
NORMAN FORWARD Reaves Park:



Flintco is continuing to work on the improvements to the baseball & softball complex at Reaves Park. The trees and sod along the new park road were planted and watered in July by the landscape subcontractor. OG&E has set new transformers to serve the enhanced vendor areas at the new lots on the south end of the

park. This will enhance the many festivals (including Medieval Fair, 4th Fest, Juneteenth and other annual events) that have requested expanded capacity for food trucks and other vendor areas as we improve the park. Crews also installed asphalt and concrete on the new parking lots and road; and the new restroom and concession building for the new 4-plex of fields is making good progress. The backstop posts for the new T-ball complex are being installed, along with prep work for the lights for these fields. We hosted a successful July 4th event in the park. Now we are working with the Ball Clubs of Norman to make repairs and improvements to the existing fields, ahead of their next season of youth leagues, which will start in the late summer. We plan to shrink the work area down to the southern end of the park by the time fall sports start up. A similar work site reduction was done in March, when the north parking lot and walkways were completed prior to the spring sports season. This allows us to make more of the park available for daily use and league play prior to the entire project being completed.

Park Planning:



Crews installed new dugout covers at Rotary Park in July. These were paid for from the funds donated to the City of Norman over the past few years from the Rotary Club. The ballfield at Rotary is one of our busiest rental facilities year-round. The new shade will greatly improve the comfort of those using the place for baseball, softball, kickball, football, soccer

and any other sports, while also improving the aesthetics of the park. We look forward to continued partnerships with all of the Norman Rotary Clubs and other service organizations who often donate to park projects.

Forestry:

Our forester is continuing to monitor the health of several recently planted trees on city property throughout Norman. He also posted helpful advice on our Facebook Page to help residents do the best they can during this stretch of abnormally high temperatures. The post included advice on watering, composting and general advice about how trees respond to these extreme conditions, while also reminding people to always remain in accordance with any

possible water restrictions and to not over-react to temporary leaf browning and even leaf loss, which is a tree's natural coping mechanism to drought, and is usually only temporary.

Lions Park:



Crews are working to finish the restroom building and gazebo renovation project. This is being done in conjunction with the ADA Coordinator; and will result in ADA-compliant facilities at the park as replacements for non-compliant ones. We will also re-stripe the Pickard Street parking lot to move the accessible parking spaces to line-up with the new curb-cut at the east end of

the lot, where the parking surface is more level. We will also make improvements to other sidewalk areas and park furniture as the project continues this summer, while keeping the space as available as possible for events like our movies in the park and the Summer Breeze Concerts.

NORMAN FORWARD Neighborhood Parks:



Work continues on the new playground at Vineyard Park. The equipment is installed; and the padded turf system under the equipment has begun to be installed. We also trimmed trees between the road and playground and will be installing solar security lights to help improve the visibility of the new equipment—since this park has experienced severe vandalism and arson in the past.

We also had a section of sidewalk and bench pad installed at Doubletree Park to connect the playground entry to another seating area at the back of the park. The new bench pad is for a bench in honor of Jerry Lang—the former council member representing Ward 6. Other council member plaques and benches are coming soon to Colonial Estates, Andrews, and Pebblebrook Parks.

We are also working to have a new half-court basketball court and additional picnic table area built in Sutton Place Park, as we continue our program of making smaller improvements in some parks ahead of the larger-scale playground and trail improvements that are slated for many of our older parks. Staff is also evaluating other parks that are due for playground replacement to plan for what order those will happen, while also doing smaller park improvements in other parks as the Norman Forward Project Budget allows.

JULY 2022
RECREATION DIVISION
MONTHLY REPORT

Norman Senior Center: The Norman Senior Center saw a monthly attendance of 771. On Monday, July 4, the Norman Senior Center was closed in observation of the Independence Day Holiday. The Mac and Joe Luncheon and Mystery Dinner scheduled for Thursday, July 7 and July 11 respectively, were canceled due to a small group of patrons being exposed to Covid. Grill and Games took place on Friday, July 22, and on Wednesday, July 27, the Norman Senior Center hosted Bingo, sponsored by Coyote Insurance. To close out the month, on Thursday, July 28, the Norman Public Library had a team on site to issue library cards, answer questions about the library, and assisted those with their digital devices.

Little Axe Community Center: Senior citizens continue to visit to the Center and dominoes has started again, growing to 20 participants. The Little Axe Community Center hosted “This Is Place” art festival on Saturday, July 9 with over 100 people in attendance to view the art of local artists.

12th Avenue Recreation Center: The 12th Avenue Recreation Center averaged 28 kids a day for the month of July. Campers took trips to Jasmine Moran Children Museum, Sam Noble Museum, and the AMC Robinson Crossing Theater to see Minions Rise of Gru on opening day. Brickz 4 Kids and the Pioneer Library came to the camp weekly to help with STEM based learning activities. 19 sports continued to rent the facility for their educational basketball league.

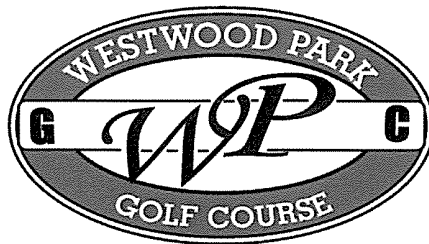
Irving Recreation Center: The Irving Explorer Camp continued the month of July. Campers enjoyed activities such as a field trip to Urban Air Trampoline Park, swimming at Westwood Pool, a field trip to the Museum of Osteology, visited the Science Museum OKC, participated in Lego Robotics with Bricks 4 Kidz and an Inflatable Obstacle Course competition. Campers also enjoyed a trip to the Warren Theater, a trip to the OKC Hall of Fame, making Tie-Dye shirts and taking a field trip to Brickopolis.

Whittier Recreation Center: The Whittier Discovery Camp averaged 27 kids per day for the month of July. Campers got to visit the Science Museum in Oklahoma City, see the new Minions movie, and play with Battle Darts of Oklahoma! The librarian continued her visits, as well, with books to read and crafts to do. Whittier also opened up its After School Program enrollment to the general public. Whittier held its annual Summer Sports Basketball Camp from July 5 – July 7 and averaged 24 campers per day. Campers had a blast learning new basketball skills and techniques and finished the week with a visit from Kona Ice snow cones. The clogging classes continued on their Tuesday and Thursday evening practice schedule throughout July.

FACILITY ATTENDANCE:	Month	Year to Date
Norman Senior Center	771	771
Little Axe Community Center	1,004	1,004
12th Avenue Recreation Center	2,815	2,815
Irving Recreation Center	717	717
Whittier Recreation Center	652	652
Reaves Center	300	300
Tennis Center	3,488	3,488

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Senior	771												771
Axe	1,004												1,004
twelveth	2,815												2,815
Irving	717												717
Whittier	652												652
Reaves	300												300
Tennis	3,488												3,488

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



JULY 2022

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	JULY FYE'23	JULY FYE'22
Regular Green Fees	1376	1074
Senior Green Fees	306	429
Junior Fees	328	344
School Fees (high school golf team players)	0	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	898	771
Employee Comp Rounds	379	421
Golf Passport Rounds	0	0
9-Hole Green Fee	308	226
2:00 Fees	255	177
4:00 Fees	1	314
Dusk Fees or 6:00 Fees	291	127
PGA Comp Rounds	3	6
*Rainchecks (not counted in total round count)	36	39
Misc Promo Fees (birthday, players cards, OU student)	134	448
Green Fee Adjustments (fee difference on rainchecks)	8	17
Total Rounds (*not included in total round count)	4287	4354
% change from FY '20	-1.54%	
Range Tokens	4188	4188
% change from FY '20	0.00%	
18 - Hole Carts	192	164
9 - Hole Carts	64	60
½ / 18 - Hole Carts	1581	1629
½ / 9 - Hole Carts	548	536
Total Carts	2385	2389
% change from FY '20	-0.17%	
18 - Hole Trail Fees	0	2
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	4
9-Hole Senior Trail Fees	0	3
Total Trail Fees	0	9
% change from FY '20	-100.00%	
TOTAL REVENUE	\$144,466.59	\$150,972.34
% change from FY '20	-4.31%	

**JUNE 2022
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT**

Item 7.

SAFETY REPORT	FY 2023	FY 2023	FY 2022	FY 2022
	MTD	YTD	MTD	YTD
Injuries On The Job	0	0	0	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0

FINANCIAL INFORMATION

	FYE 2023	FYE 2023	FY 2022	FY 2022
	MTD	YTD	MTD	YTD
Green Fees	\$62,920.21	\$62,920.21	\$72,215.44	\$72,215.44
Driving Range	\$14,091.92	\$14,091.92	\$14,749.83	\$14,749.83
Cart Rental	\$33,782.81	\$33,782.81	\$36,720.61	\$36,720.61
Restaurant	\$33,417.01	\$33,417.01	\$27,180.05	\$27,180.05
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings	\$254.64	\$254.64	\$106.41	\$106.41
TOTAL INCOME	\$144,466.59	\$144,466.59	\$150,972.34	\$150,972.34
Expenditures	\$87,468.51	\$87,468.51	\$112,497.41	\$112,497.41
Income vs Expenditures	\$56,998.08	\$56,998.08	\$38,474.93	\$38,474.93
Rounds of Golf	4287	4287	4093	4093

The following is a list of Tasks and Goals for Golf Maintenance.

Irrigation and water management has consumed a large portion of our maintenance hours. Sand bunker renovation is on hold until mid-September. Thank you to the Lionel Bentley Family, the Park Foundation and the Parks and Recreation Department for supporting efforts to make Westwood the best public golf course in the area. Greens have been holding up pretty well and our greenspeed is good. Quality rating is 89%. Nutsedge and Dallasgrass has been our targeted weeds for control in the rough areas.

JULY 2022
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

	FYE 2023 MTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	\$184.00	\$184.00	\$280,436.50
Swim Pool Gate Admission	\$129,386.00	\$129,386.00	\$333,721.00
Swim Lesson Fees	\$3,835.00	\$3,835.00	\$63,442.00
Pool Rental	\$20,113.00	\$20,113.00	\$47,806.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$0.00	\$0.00	\$24,633.00
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$74,517.60	\$74,517.60	\$203,526.27
TOTAL INCOME	\$228,035.60	\$228,035.60	\$953,564.77
Expenditures	\$212,283.83	\$212,283.83	\$693,322.52
Income versus Expenditures	\$15,751.77	\$15,751.77	\$260,242.25

ATTENDANCE INFORMATION

	FYE 2022 MTD Jul-22	FYE 2022 YTD April 22 - Present	2021 YTD April 21 - Oct 21
a. Pool Attendance	42,035	100,494	75,468
b. Adult Lap Swim Morning/Night	360	425	1,802
c. Water Walkers	1,560	2,530	4,923
d. Toddler Time	1,800	3,378	5,421
e. Water Fitness	660	1,435	2,826
f. Swim Team	55	1,380	4,423
g. Scuba Rentals	8	496	54
h. Scuba Participants	96	148	100
i. Swim Lessons	605	1,465	1,697
j. Private Swim Lessons	19	53	51
g. Movie Night/Special Events	350	1954	1,298
h. Party / Rentals	84	149	116
TOTAL ATTENDANCE	47,632	113,907	98,179

FACILITY MAINTENANCE 9B

Facility Maintenance - July 2022 - Labor/Materials Cost Report

Comprehensive Costs

Grand Total Cost: \$53,371.55

Total Misc. Cost (Materials/Contract Labor): \$17,915.35

Total Labor Cost: \$35,456.20

Total Labor Hours: 1,343.50

Total Cost by Request Type

Plumbing: \$9.69K – 18%

HVAC: \$7.8K – 15%

General Maintenance: \$2.09K – 4%

Electrical: \$6.15K – 12%

Custodial: \$18.83K – 35%

Administrative: \$8.42K – 16%

Other: \$383.03 – 1%

/Pest Control: \$383.03

Top Buildings by Cost

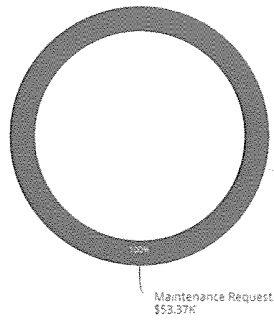
Indirect: \$21.22K
City Hall (Complex): \$3.82K
201B (NPD - Complex): \$2.46K
201C (Complex): \$2.43K
201A (Complex): \$2.35K
Westwood Golf: \$2.22K
12th Ave Recreation Center: \$2.05K
Central Library: \$1.84K
Neighborhood Parks: \$1.32K
Fire Station #2: \$1.27K
Transit/EVT: \$1.16K
Norman Investigation Center: \$771.82
Shooting Range (NPD): \$688.75
Fire Station #3: \$626.01
201D (Complex): \$609.59
East Library: \$606.71
Westwood Pool: \$589.06
Transfer Station: \$587.62
Animal Welfare: \$576.96
Westwood Tennis: \$484.43

Grand Total Cost
\$53,371.55
 Total Misc Cost: \$17,915.35

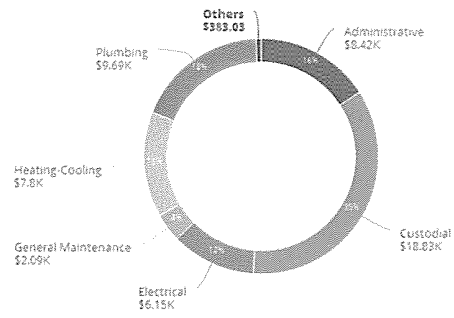
Total Labor Cost
\$35,456.20
 Total Labor Hours: 1,343.50

Total Inventory Cost
#N/A

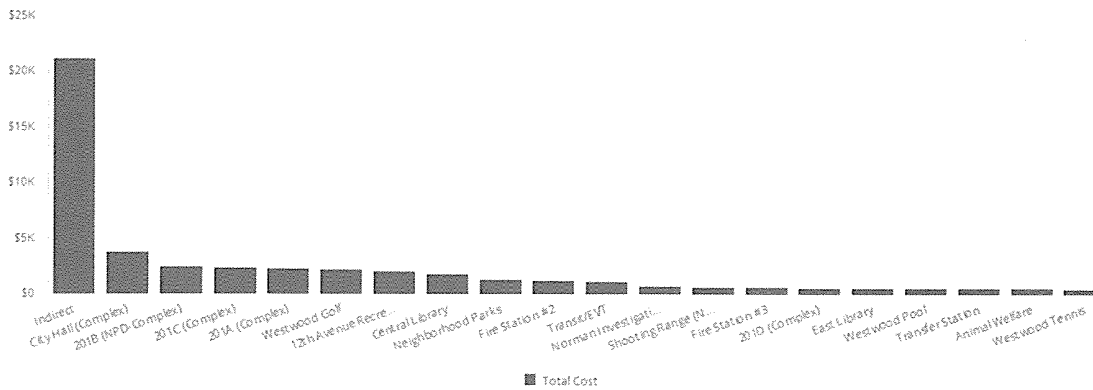
Total Cost by Module



Total Cost by Request Type



Top Buildings by Cost



Comprehensive Operations

Maintenance Requests – Total: 155

Plumbing: 45 – 29%

HVAC: 54 – 35%

General Maintenance: 10 – 6%

Electrical: 22 – 14%

Custodial: 19 – 12%

Other: 5 – 3%

/Administrative: 1

/Pest Control: 4

Finalized Requests – Total: 155

Number of Requests by Building

Central Library: 12

Westwood Golf: 9

Indirect: 9

Animal Welfare: 8

Norman Investigation Center: 7

201C (Complex): 7

201B (NPD – Complex): 7

Westwood Tennis: 6

Neighborhood Parks: 5

201A (Complex): 5

Fire Station #1: 5

Shooting Range (NPD): 4

Fire Station #2: 11

East Library: 4

Westwood Pool: 4

Fire Station #2: 4

Fire Station #9: 4

Fire Station #7: 4

Little Axe Recreation Center: 4

Reaves Park: 3

Water Treatment Plant: 3

Transit/EVT: 3

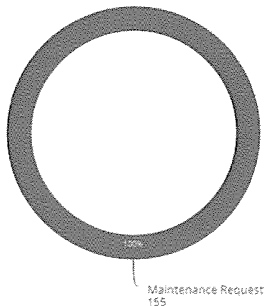
Fire Station #3: 3

Fleet: 3

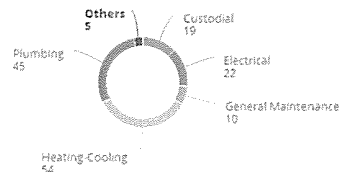
City Hall (Complex): 3

12th Ave Recreation Center: 3

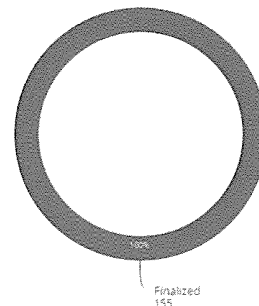
Requests by Module



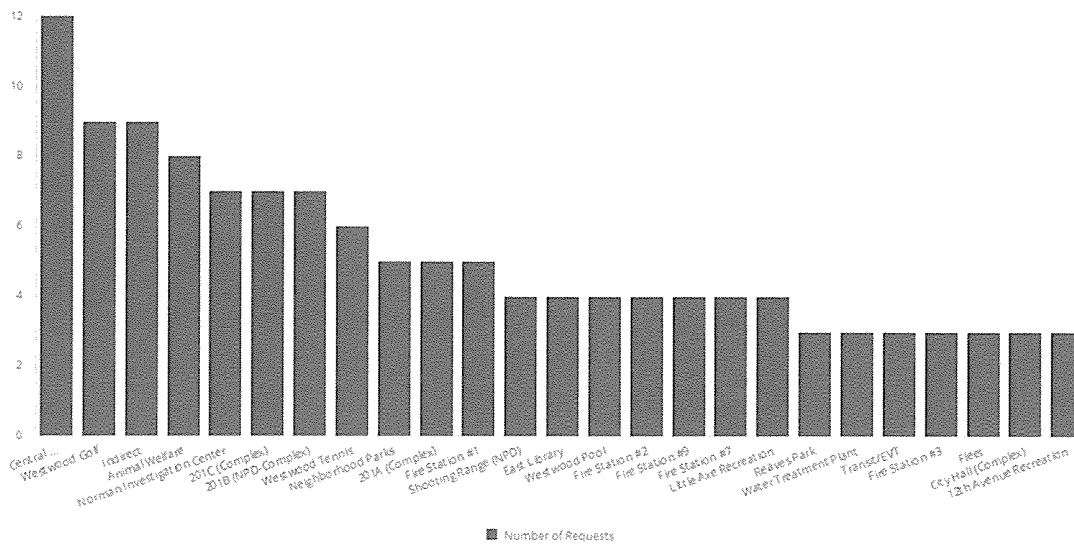
Requests by Type



Requests by Current Status



Requests by Building



Work Summary

PM & Work Requests by Current State

Completed – on time: 2 – 1%

Completed – overdue: 152 – 99%

***This segment is not 100% accurate, the numbers are based on the physical date that the work orders were closed out versus the date they were entered as closed.

PM & Work Requests Assigned by User

Robert B.: 36 – 20%

Kathy L.: 22 – 12%

Jerry W.: 19 – 11%

Jeff L.: 33 – 18%

Don A.: 13 – 7%

Brian J.: 26 – 15%

Bill S.: 13 – 7%

Others: 17 – 9%

/Eduardo A.: 4

/Ivan R.: 4

/Jason M.: 4

/Josh H.: 4

/Nate M.: 1

PM & Work Requests by Type

Plumbing: 45 – 29%

HVAC: 53 – 34%

General Maint.: 10 – 6%

Electrical: 22 – 14%

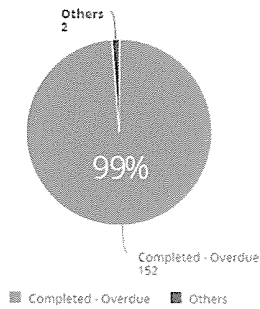
Custodial: 19 – 12%

Others: 5 – 5%

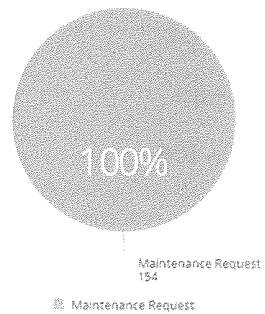
/Administrative: 1

/Pest Control: 4

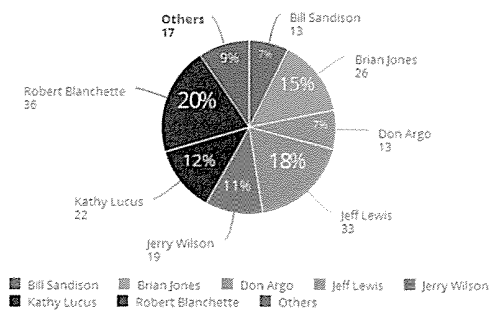
PM and Work Requests By Current State



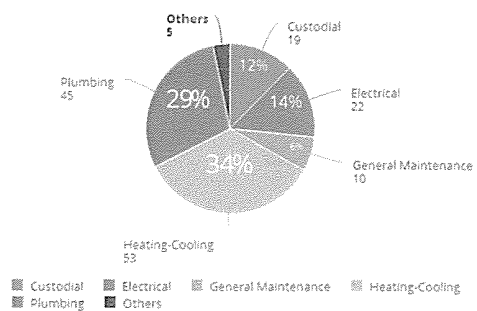
Requests By Module



PM and Work Requests Assigned By User



PM and Work Requests By Type



Team Performance

Labor Hours by User

- Robert B.: 170 – 13%
- Kathy L.: 146.5 – 11%
- Josh H.: 90 – 7%
- Jerry W.: 118 – 9%
- Jeff L.: 114 – 8%
- Jason M.: 144 – 11%
- Ivan R.: 120 – 9%
- Eddie A.: 48 – 4%
- Don A.: 112 – 8%
- Brian J.: 140 – 10%
- Bill S.: 140 – 10%
- Nate M.: 1 – 0%

Labor Hours by Building

- 201A (Complex): 119.25
- 201B (NPD – Complex): 123.25
- 201C (Complex): 122.75
- Central Library: 46
- City Hall (Complex): 125.75
- *Indirect: 443
- Westwood Golf: 59
- 12th Ave Recreation Center: 11

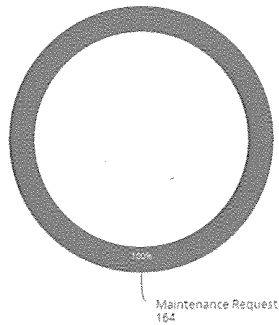
201D (Complex): 10
Andrews Park: 4
Animal Welfare: 17
East Library: 14
Facility Maint.: 3
Fire Station #1: 9
Fire Station #2: 22
Fire Station #3: 13.5
Fire Station #4: 5.5
Fire Station #5: 5.5
Fire Station #6: 3.5
Fire Station #7: 7.5
Fire Station #8: 3.5
Fire Station #9: 6.5
Fleet: 11.5
Irving Recreation Center: 1
Legacy Park: 2.5
Line Maint.: 1
Lions Memorial Park: 5
Little Axe Recreation Center: 7
N. E. Lions Park: 3.5
Neighborhood Parks: 21.5
Norman Investigation Center: 22
Reaves Park: 12
Senior Center: 4.5
Shooting Range (NPD): 16.5
Sooner Theater: 4.5

- Streets: 3.5
- Transfer Station: 6
- Transit/EVT: 12
- Water Reclamation Facility: 1.5
- Water Treatment Plant: 6.5
- Westwood Pool: 12
- Westwood Tennis: 14
- Whittier Recreation Center: 1

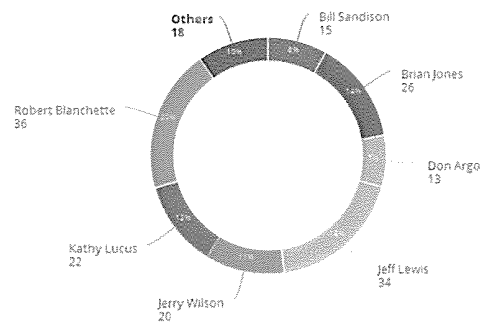
Total Labor Hours
1,343.5
Total Labor Cost \$35,456.20

Average Response Time (Days)
0.06
Average Resolution Time (Days) 6.19

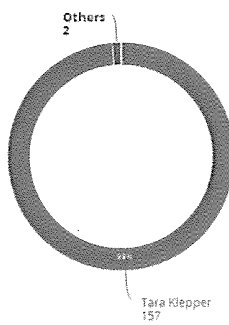
Requests by Module



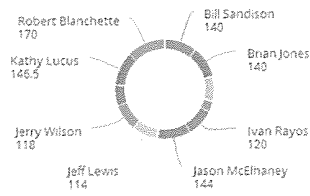
Assigned Requests by User



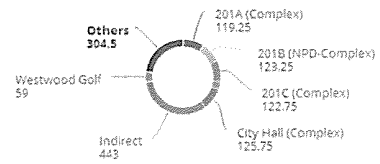
Resolutions by User



Labor Hours by User



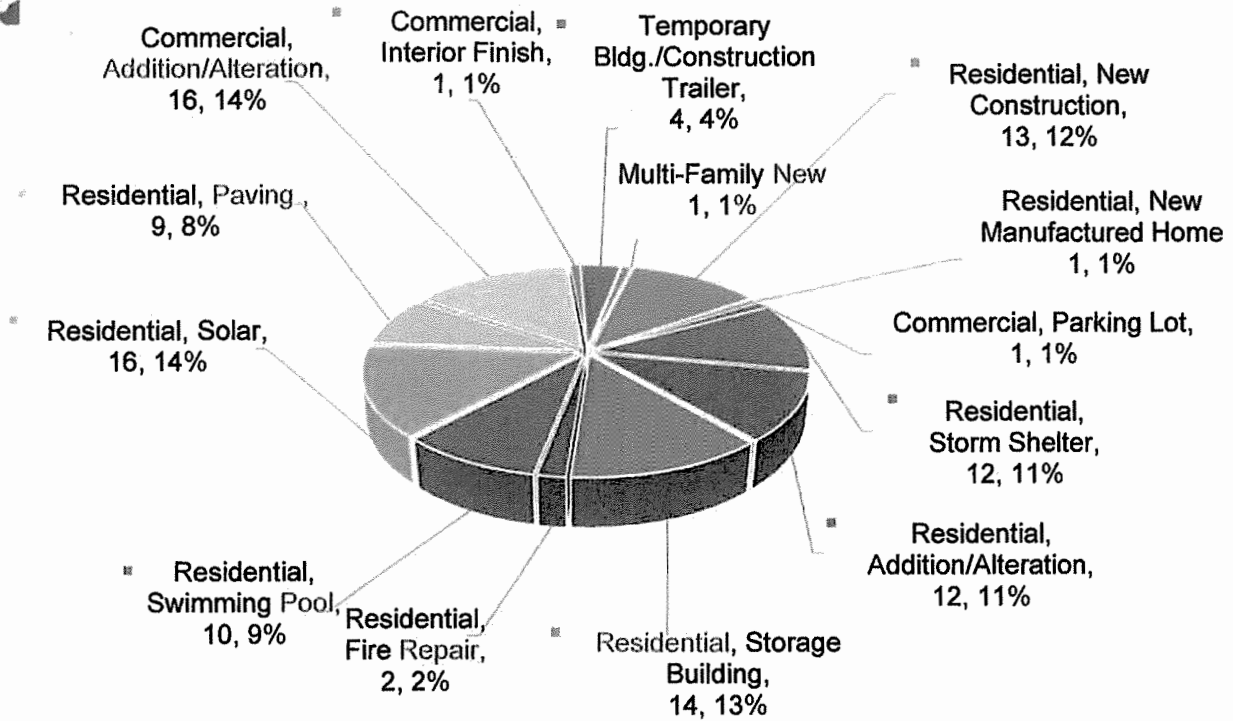
Labor Hours by Building



PLANNING AND COMMUNITY DEVELOPMENT 10



CITY OF NORMAN DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY JULY 2022 REPORT

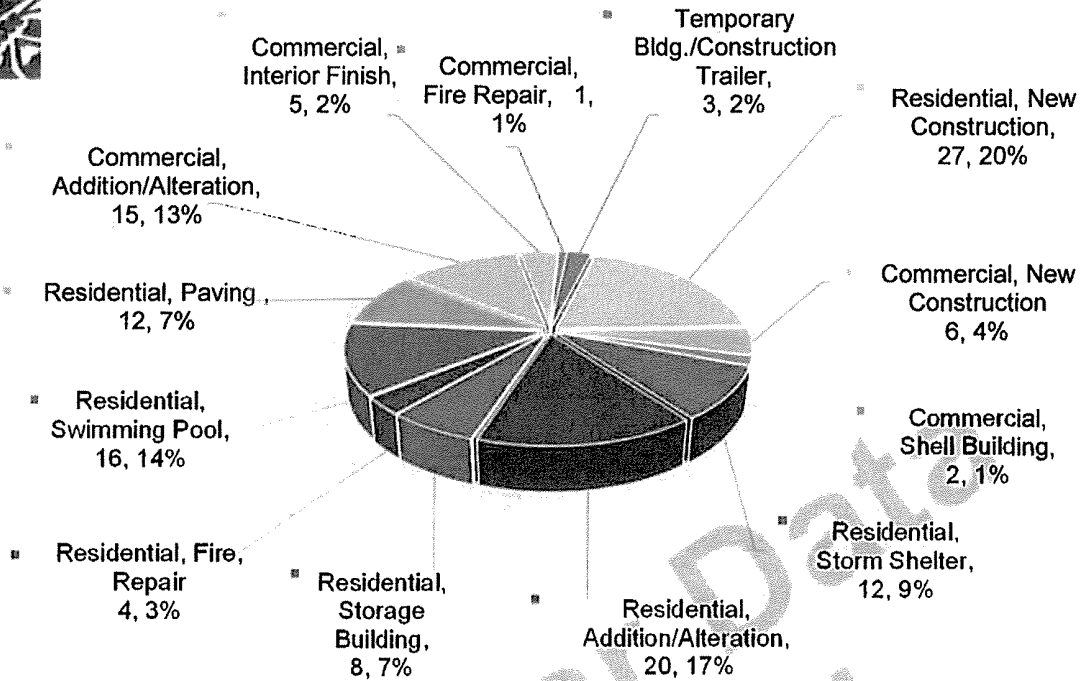


Permit Type			Valuation
Residential, New Construction	13		\$ 9,540,660
Residential Duplex, New Construction	0		\$ -
Residential, New Manufactured Home	1		\$ 40,000
Commercial, New Construction	0		\$ -
Commercial, Parking Lot	1		\$ 13,000
Commercial, Shell Building	0		\$ -
Residential, Storm Shelter	12		\$ 113,335
Residential, Addition/Alteration	12		\$ 1,124,881
Residential, Carport	0		\$ -
Residential, Storage Building	14		\$ 578,331
Residential, Fire Repair	2		\$ 235,537
Residential, Swimming Pool	10		\$ 903,129
Residential, Manufactured Home Repl	0		\$ -
Residential, Solar	16		\$ 484,079
Residential, Paving	9		\$ 87,282
Commercial, Addition/Alteration	16		\$ 571,500
Commercial, Interior Finish	1		\$ 50,000
Commercial, Fire Repair	0		\$ -
Commercial, Foundation	0		\$ -
Temporary Bldg./Construction Trailer	4		\$ 13,500
Multi-Family, New	1		\$ 800,000
Multi-Family, Addition/Alteration	0		\$ -
Multi-Family, Foundation	0		\$ -
Multi-Family, Fire Repair	0		\$ -
Group Quarters	0		\$ -
	112		\$ 14,555,234

*FOR MONTHLY COMPARISON TO PRIOR YEAR SEE PAGE 2.



**CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
JULY 2021 REPORT**



Permit Type	Count	Valuation
Residential, New Construction	27	\$ 8,310,576
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	0	\$ -
Commercial, New Construction	6	\$ 11,020,100
Commercial, Parking Lot	0	\$ -
Commercial, Shell Building	2	\$ 1,217,000
Residential, Storm Shelter	12	\$ 51,845
Residential, Addition/Alteration	20	\$ 945,849
Residential, Carport	0	\$ -
Residential, Storage Building	8	\$ 337,330
Residential, Fire Repair	4	\$ 45,154
Residential, Swimming Pool	16	\$ 976,025
Residential, Manufactured Home Repl	0	\$ -
Residential, Paving	12	\$ 76,320
Commercial, Addition/Alteration	15	\$ 4,755,249
Commercial, Interior Finish	5	\$ 905,000
Commercial, Fire Repair	1	\$ 100,000
Commercial, Foundation	0	\$ -
Temporary Bldg./Construction Trailer	3	\$ 14,548
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	0	\$ -
Multi-Family, Fire Repair	0	\$ -
Group Quarters	0	\$ -
Total	131	\$ 28,754,996

**CITY OF NORMAN
Building Permit Activity-JULY 2022**

	DESCRIPTION	2022 YEAR TO-DATE	VALUATION	2021 TOTALS	2021 TOTAL VALUATION
	Residential, New Construction.....	276	\$ 90,108,189	559	\$ 171,447,259
	Residential, New Dwelling Unit Attached.....	0	\$ -	0	\$ -
	Residential, New Manufactured Home.....	6	\$ 642,004	2	\$ 65,000
	Residential, New Non Dwelling Unit.....	0	\$ -	0	\$ -
	Residential Duplex, New Construction.....	12	\$ 2,220,000	2	\$ 400,000
	Residential, Garage Apartment.....	0	\$ -	0	\$ -
	Multi-Family, New Construction 3-4 DU.....	0	\$ -	1	\$ 750,000
	Multi-Family, New Construction 5+ DU.....	1	\$ 800,000	9	\$ 22,230,000
	Multi-Family, Fire Repair.....	50	\$ 650,270	13	\$ 284,798
	Multi-Family, Foundation.....	1	\$ 60,000	3	\$ 170,000
	Multi-Family, Addition/Alteration.....	3	\$ 82,540	2	\$ 16,000
	Residential, Addition/Alteration.....	87	\$ 5,810,952	185	\$ 11,219,201
	Residential, Carport.....	2	\$ 5,195	4	\$ 73,710
	Residential, Storm Shelter.....	152	\$ 673,263	307	\$ 1,174,221
	Residential, Storage Building.....	94	\$ 4,878,224	141	\$ 4,708,996
	Residential, Fire Repair.....	13	\$ 1,048,198	31	\$ 1,558,116
	Residential, Swimming Pool.....	69	\$ 5,489,731	145	\$ 9,332,054
	Residential, Manufactured Home Replacement	3	\$ 195,535	7	\$ 582,151
	Residential, Solar.....	71	\$ 2,732,772	16	\$ 461,303
	Residential, Paving.....	61	\$ 872,676	111	\$ 1,737,557
	Group Quarters.....	0	\$ -	0	\$ -
	TOTAL	901	\$ 116,269,549	1538	\$ 226,210,366
NON-RESIDENTIAL	Commercial, New Construction.....	21	\$ 24,661,625	51	\$ 263,453,985
	Commercial, New Shell Building.....	6	\$ 3,895,000	11	\$ 9,242,000
	Commercial, Addition/Alteration.....	113	\$ 111,802,782	143	\$ 45,783,076
	Commercial, Interior Finish.....	25	\$ 4,819,600	40	\$ 3,374,700
	Commercial, New Foundation.....	4	\$ 870,200	7	\$ 10,740,000
	Commercial, Fire Repair.....	2	\$ 302,814	8	\$ 888,000
	Commercial, Parking Lot.....	2	\$ 88,000	7	\$ 682,640
	Commercial, Temporary Bldg./Const Trailer...	29	\$ 298,981	29	\$ 351,391
	TOTAL	202	\$ 146,739,002		\$ 334,515,792
OTHER ACTIVITY	Electrical Permits.....	965		1663	
	Heat/Air/Refrigeration Permits.....	1036		1405	
	Plumbing and Gas Permits.....	1104		1891	
	Sign Permits.....	226		475	
	Water Well Permits.....	18		44	
	Garage Sale Permits.....	401		782	
	Structure Moving Permits.....	15		16	
	Demo-Residential Permits.....	19		31	
	Demo-Non-Residential Permits.....	4		10	
	Temp. Const. Bldgs. & Roll-off Permits.....	97		173	
	Lot Line Adjustments Filed.....	5		25	
	Certificate of Occupancy (CO).....	653		1070	
	All Field Inspections.....	16,182		27583	
Net Residential Demos & Removals.....	-21				
	TOTAL VALUATION		\$ 263,008,551		\$ 560,726,158

City of Norman
BUILDING PERMITS AND INSPECTIONS
RESIDENTIAL BUILDING PERMITS
Issued July 2022 - Sorted by Permit Type

Permit Type	Contractor	Permit #	Date Issued	Address	Lot	Block	Subdivision	Zoning	Valuation	Project Area	RW
1.6.2 FAMILY STORM SHELTER	STORM SHELTER, INC	2653	7/5/2022	1025 IRVING WAY	10	1	RED CANYON RANCH SEC 7	R4D	\$ 2,500	5	21
1.6.2 FAMILY STORM SHELTER	FLAT SAFE TORNAO SHELTERS	2977	7/1/2022	ISABELLA	2	2	LAS COLINAS SEC. #1	R1	\$ 3,500	5	24
1.6.2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	3605	7/1/2022	TRUMAN	2	3	INDEPENDENCE VALLEY SEC. #1	R1	\$ 3,165	5	24
1.6.2 FAMILY STORM SHELTER	BRENT CORNHAN CONSTRUCTION	3151	7/6/2022	TRUMAN	11	2W	NOT SUBDIVIDED	A2	\$ 72,000	140	40
1.6.2 FAMILY STORM SHELTER	OWENS SEPTIC SERVICE	3229	7/15/2022	TRUMAN	11	2W	NOT SUBDIVIDED	A2	\$ 5,000	5	41
1.6.2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	3232	7/16/2022	2ND AVE	32	1E	KIRBY RANCH COS 1819-2	A2	\$ 3,445	5	24
1.6.2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	3248	7/20/2022	INDIAN HILLS	30	2	STELLA HILLS ESTATES COS	A2	\$ 3,165	5	24
1.6.2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	3280	7/20/2022	PINE HILL	13	3	CASCADE ESTATES PUD #7	PUD	\$ 3,300	5	21
1.6.2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	3280	7/19/2022	WISTER	13	3	GREENLEAF TRAILS ADD #1	PUD	\$ 3,300	5	21
1.6.2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	3319	7/19/2022	GRAY FOX	1	2	FROST CREEK ADD	PUD	\$ 3,500	5	26
1.6.2 FAMILY STORM SHELTER	PREFERRED SHELTERS	3330	7/27/2022	BERRY	1	1	LAKENWOOD PARK	R1	\$ 3,000	5	48
1.6.2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	3330	7/27/2022	LAKEHURST	4	10	LAKHURST ADD #68	R1	\$ 5,500	5	40
1.6.2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	3443	7/28/2022	LAKEHURST	107	1S	PICKARD ACRES	R1	\$ 5,100	5	70
1.6.2 FAMILY, ADD OR ALTER	LAWRENCE, JIM	1162	7/12/2022	BLUE CREEK	9	1	BLUE CREEK ADD	RE	\$ 250,000	226	126
1.6.2 FAMILY, ADD OR ALTER	SUNROCK & MORE	1872	7/18/2022	HAZELWOOD	7	2	WOODCREEK ADD	R1	\$ 25,568	5	126
1.6.2 FAMILY, ADD OR ALTER	OKE SOLAR	2078	7/12/2022	TRAILWOOD	25	1	TRAILWOODS SEC 7	PUD	\$ 48,270	468	18
1.6.2 FAMILY, ADD OR ALTER	ROCKING A CONSTRUCTION	2985	7/5/2022	QUAIL CREEK	2	2	QUAIL CREEK ACRES #1	RE	\$ 2,800	5	18
1.6.2 FAMILY, ADD OR ALTER	OWNER	2797	7/26/2022	BOTH	19	1W	NOT SUBDIVIDED	A2	\$ 200,000	3373	863
1.6.2 FAMILY, ADD OR ALTER	BLOOM FINE HOMES, LLC	2810	7/18/2022	TRALPINE	2	4	TRAILS ADD	R1	\$ 75,000	1421	120
1.6.2 FAMILY, ADD OR ALTER	METRO CONTRACTORS	2922	7/7/2022	GOLDEN OAKS	12	3	QUAILBROOK ADD #6	R1	\$ 165,000	1621	120
1.6.2 FAMILY, ADD OR ALTER	OWNER	2880	7/8/2022	INDIAN POINT	19	1	INDIAN POINT ESTATES	RE	\$ 12,000	30,000	1084
1.6.2 FAMILY, ADD OR ALTER	SOUND BUILDS, LLC	3016	7/20/2022	VENICE	6	1	SIENA SPRINGS ADD #1	R1	\$ 225,000	2125	232
1.6.2 FAMILY, ADD OR ALTER	POWER ROOFING & CONSTRUCTION	3033	7/11/2022	BROOKS	11	1	ETHERINGTON HEIGHTS #2	R1	\$ 2,500	5	232
1.6.2 FAMILY, ADD OR ALTER	OWNER	3069	7/15/2022	BLUE SAGE	3	3	BROOKHAVEN #29	R1	\$ 88,745	1484	150
1.6.2 FAMILY, ADD OR ALTER	BLUE JAY CONSTRUCTION, LLC	3163	7/22/2022	EMELYN	3	21	CLASSEN-MILLER ADDITION	R	\$ 400	5	150
1.6.2 FAMILY, FIRE REPAIR	OWNER	3142	7/14/2022	LEXINGTON	11	2	PARK VILLAGE MOBILE HOME #1	RM4	\$ 235,137	1428	188
1.6.2 FAMILY, FIRE REPAIR	ELITE PRO CONTRACTING	3244	7/20/2022	SHADOWLAKE	11	2	SHADOWLAKE ADD #5	R1	\$ 2,500	5	550
1.6.2 FAMILY, PAVING	COLONY FINE HOMES, LLC	1485	7/12/2022	TORTOISE WOOD	31	2W	TURTLE CROSSING	PUD	\$ 5,000	5	972
1.6.2 FAMILY, PAVING	BANANA PATCH COMPANY, LLC	2572	7/12/2022	CHAUTAUQUA	6	2	NOT SUBDIVIDED	R2	\$ 6,782	10,000	1065
1.6.2 FAMILY, PAVING	H & H CONSTRUCTION	2984	7/8/2022	WINDHAM	16	2	HALL PARK #3	R1	\$ 10,000	5,000	480
1.6.2 FAMILY, PAVING	GREEN, GARY	3104	7/21/2022	LAHOMA	7	7	WOODSLAWN ADD #1	R1	\$ 2,000	1800	845
1.6.2 FAMILY, PAVING	FINE LINE FINISHES OKLAHOMA	3105	7/14/2022	DENISON	15	2	PARKVIEW ADDITION	R3	\$ 6,000	845	1100
1.6.2 FAMILY, PAVING	GRE-TAL CONCRETE LLC	3216	7/25/2022	PARK	7	1	WESTBROOK ADD	R1	\$ 12,000	1100	3500
1.6.2 FAMILY, PAVING	SHEPPARD CONCRETE	3248	7/29/2022	FLOOD	13	4	LARSH ADD #1	R3	\$ 25,000	10,000	1100
1.6.2 FAMILY, PAVING	HITCHCOCK, GREG	3249	7/22/2022	SANTA FE	13	4	NOT SUBDIVIDED	RE	\$ 25,000	10,000	3500
1.6.2 FAMILY, PAVING	GIBBS, JEFF	3340	7/26/2022	48TH	10	3W	NOT SUBDIVIDED	RE	\$ 25,000	10,000	3500
1.6.2 FAMILY, SOLAR	MY ROOF	2693	7/11/2022	DEVONSHIRE	3	1	ROYAL OAKS ADD #2	R1	\$ 39,577	42,845	15,872
1.6.2 FAMILY, SOLAR	PAIC SOLAR	2690	7/17/2022	NANCY LYNN	13	2	UNIVERSAL HEIGHTS 2ND ADD	R1	\$ 42,845	15,872	15,000
1.6.2 FAMILY, SOLAR	SHINE SOLAR DBA SHINE AIR	2942	7/12/2022	SAM GORDON	8	3	BROOKHAVEN #36	R	\$ 15,872	15,000	25,680
1.6.2 FAMILY, SOLAR	GREEN LIGHT SOLAR	3043	7/12/2022	SUMMER	8	3	CERRILAND ESTATES 2ND	R1	\$ 25,680	79,163	11,680
1.6.2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA/FORMER	3160	7/14/2022	KENSAL RISE	7	61	CREATING PLACE ADD #9	R1	\$ 11,680	29,315	29,475
1.6.2 FAMILY, SOLAR	PAIC SOLAR	3169	7/21/2022	UNIVERSITY	7	8	ROSS ADDITION	R1	\$ 23,120	42,488	20,504
1.6.2 FAMILY, SOLAR	ADT SOLAR, LLC	3201	7/16/2022	MONTANE	8	3	NORMAN ORIGINAL TOWNSHIP	PUD	\$ 11,680	11,680	11,680
1.6.2 FAMILY, SOLAR	GREEN LIGHT SOLAR	3214	7/18/2022	GLEN ELLEN	6	3	GREENLEAF TRAILS ADD 9	R1	\$ 13,870	29,315	29,475
1.6.2 FAMILY, SOLAR	GREEN LIGHT SOLAR	3251	7/20/2022	ALANMOSA	2	2	SONOMA PARK #5	PUD	\$ 29,315	29,475	23,120
1.6.2 FAMILY, SOLAR	SHINE SOLAR DBA SHINE AIR	3385	7/25/2022	BOULDER	37	2	LITTLE RIVER TRAILS SEC #2	PUD	\$ 29,315	29,475	23,120
1.6.2 FAMILY, SOLAR	DELTA ENERGY AND DESIGN	3301	7/26/2022	HONEYBEE	7	3	WESTERN VIEW #1	PUD	\$ 23,120	42,488	20,504
1.6.2 FAMILY, SOLAR	ADT SOLAR, LLC	3337	7/25/2022	BLACK MESA	33	16	FROST CREEK ADD	PUD	\$ 42,488	20,504	20,504
1.6.2 FAMILY, SOLAR	GREEN LIGHT SOLAR	3358	7/25/2022	ROLLING STONE	6	3	RED CANYON RANCH SEC 8	PUD	\$ 26,600	26,600	20,504
1.6.2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA/FORMER	3384	7/26/2022	CONDOR	3	3	CAKHURST ADD #65	R1	\$ 26,600	26,600	20,504
1.6.2 FAMILY, SOLAR	PAIC SOLAR	3426	7/26/2022	MIDLAND VALLEY	21	2	EAGLE CLIFF SOUTH ADD #5	PUD	\$ 42,000	42,000	2400
1.6.2 FAMILY, STORAGE BLDG	GENESIS FINE HOMES, LLC	1941	7/22/2022	108TH	23	1W	NOT SUBDIVIDED	A2	\$ 70,000	1800	1800
1.6.2 FAMILY, STORAGE BLDG	HUDSON POST FRAME, LLC	2277	7/13/2022	80TH	17	1W	HIDDEN VALLEY EST	A2	\$ 46,000	1500	1500
1.6.2 FAMILY, STORAGE BLDG	BETTER BARNIS	2651	7/1/2022	ROCK CREEK	17	1W	NOT SUBDIVIDED	A2	\$ 20,700	2000	2000
1.6.2 FAMILY, STORAGE BLDG	EVERETT, CHAD	2786	7/22/2022	48TH	28	2W	NOT SUBDIVIDED	A2	\$ 48,600	2400	2400
1.6.2 FAMILY, STORAGE BLDG	OWNER	3064	7/14/2022	LINDSEY	1	2	BLUE CREEK ESTATES 2	PUD	\$ 70,000	70,000	70,000
1.6.2 FAMILY, STORAGE BLDG	OWNER	3138	7/19/2022	HOLLYWOOD	26	1	HOLLYWOOD ADD	R1	\$ 6,679	128	128
1.6.2 FAMILY, STORAGE BLDG	BYFORD, JAMES	3208	7/25/2022	SUNNYDALE	41	14	WHISPERING HILLS	R1	\$ 11,818	240	240
1.6.2 FAMILY, STORAGE BLDG	PYLE DEVYN	3239	7/25/2022	HENSLEY	8	2W	H & L #9 (SURVEY)	A2	\$ 30,000	2240	192
1.6.2 FAMILY, STORAGE BLDG	TUFF SHED	3258	7/26/2022	FRANKLIN	11	2	NOT SUBDIVIDED	PUD	\$ 165,000	1956	1956
1.6.2 FAMILY, STORAGE BLDG	C.A. MCCARTY CONSTRUCTION, LLC	3260	7/26/2022	BLUE FISH	1	1	TRAILWOODS SEC 11	RE	\$ 80,000	3600	3600
1.6.2 FAMILY, STORAGE BLDG	ONE WAY STEEL, LLC	3314	7/26/2022	RIDGELINE	34	4	GRANDVIEW EST NORTH #8	PUD	\$ 25,850	1800	1800
1.6.2 FAMILY, STORAGE BLDG	GOBER POST FRAME CONSTRUCTION	3314	7/26/2022	109RD	5	1W	NOT SUBDIVIDED	A2	\$ 1,200	152	152
1.6.2 FAMILY, STORAGE BLDG	OWNER	3341	7/26/2022	BLUE LAKE	27	2	BLUE LAKES ADDITION	A2	\$ 18,000	1542	1542
1.6.2 FAMILY, SWIMMING POOL	SPARTAN POOLS & PATIO	2446	7/13/2022	SONORA	14	5	LITTLE RIVER TRAILS SEC #2	PUD	\$ 115,000	1411	1411
1.6.2 FAMILY, SWIMMING POOL	SCHINDLER DESIGN CO	2657	7/13/2022	48TH	10	3W	NOT SUBDIVIDED	RE	\$ 220,000	3988	3988
1.6.2 FAMILY, SWIMMING POOL	SEA BREEZE POOLS	2867	7/12/2022	HOLLYWOOD	19	11	FOREST HILLS ADD	R1	\$ 72,000	900	900
1.6.2 FAMILY, SWIMMING POOL	THUNDER POOLS & SPAS, LLC	3029	7/12/2022	SPRING VIEW	16	1	VISTA SPRINGS ESTATES ADD 2	RE	\$ 110,600	2940	2940
1.6.2 FAMILY, SWIMMING POOL	OKG POOL SERVICES	3276	7/25/2022	CAMBRIAGE	3	9	WOODSLAWN ADD #2	R1	\$ 85,000	1563	1563
1.6.2 FAMILY, SWIMMING POOL	HERNANDEZ CONSTRUCTION	3315	7/25/2022	WALWINET	34	1W	VINEYARD PHASE II	R1	\$ 67,000	688	688
1.6.2 FAMILY, SWIMMING POOL	ATLANTIC POOLS	3383	7/26/2022	OSPREY	16	2	LAKEWOOD ACRES (COS)	A2	\$ 14,469	574	574
1.6.2 FAMILY, SWIMMING POOL	REFLECTION POOLS & SPAS, LLC	3074	7/15/2022	ALAMOSA	2	5	EAGLE CLIFF SOUTH ADD #7	R1	\$ 42,500	504	504
1.6.2 FAMILY, SWIMMING POOL	OWNER	1325	7/15/2022	17A15E	2	1	LITTLE RIVER TRAILS SEC #2	PUD	\$ 48,500	1916	1916
1.6.2 FAMILY, SWIMMING POOL	OWNER	1325	7/15/2022	17A15E	2	1	INDIAN MERIDIAN EST	RE	\$ 48,500	1916	1916

City of Norman
BUILDING PERMITS AND INSPECTIONS

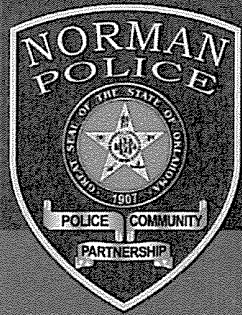
NON-RESIDENTIAL BUILDING PERMITS
Issued July 2022- Sorted by Permit Type

Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Lot	Block	Subdivision	Zoning	Valuation	Project Area		
COMMERCIAL ADD/ALT	VELEX	AT&T MOBILITY ANTENNAS	2034	7/11/2022	628 E		LINDSEY	ST	5	ZW	NOT SUBDIVIDED	R1	\$ 10,000	100		
COMMERCIAL ADD/ALT	POWERHOUSE RETAIL SERVICES, LL	BEST BUY INTERIOR REMODEL	2043	7/12/2022	400		26TH	AVE	7	2	PARK CENTRAL ADD	C2	\$ 10,000	1057		
COMMERCIAL ADD/ALT	KEL-CC CONSTRUCTION	HENRY HOME INTERIOR REMODEL	2208	7/12/2022	3720 W		ROBINSON	ST	1	1	BROOKHAVEN, VILLAGE AT #3	C1	\$ 150,000	2861		
COMMERCIAL ADD/ALT	PICKERING LABRY	EQUITY BREWING REMODEL	2281	7/12/2022	109 E		TOKIWA	ST	1	3	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 15,000	1020		
COMMERCIAL ADD/ALT	LEASEE (TENANT)	PRESSURE EXTRACTS-MEDICAL MARIJUANA PROCESSING REMODEL	2695	7/12/2022	4212		CLASSEN	CIR	2	1	SOUTH CLASSEN INDUSTRIAL PARK	I1	\$ 60,000	2975		
COMMERCIAL ADD/ALT	DURANTE CONSTRUCTION	NRH RENOVATION OF 4TH AND 5TH FLOORS	2795	7/12/2022	3300		HEALTHPLEX	PKY	29A	2	NRH MEDICAL PARK WEST #2	PUD	\$ 100,000	1300		
COMMERCIAL ADD/ALT	CAVINS CONSTRUCTION, LLC	328 PARTNERS LANDLORD IMPROVEMENT	2805	7/12/2022	331 W		BOYD	ST	27	1	LARSH'S UNIVERSITY ADD	C1	\$ 75,000	1342		
COMMERCIAL ADD/ALT	LEASEE (TENANT)	DR. DAVE INC., MEDICAL MARIJUANA PROCESSING REMODEL	2855	7/12/2022	328 E		ROBINSON	ST	7	5	HIGHLAND ADDITION	C2	\$ 8,000	1060		
COMMERCIAL ADD/ALT	LEASEE (TENANT)	STUDIO 323 REMODEL	2870	7/12/2022	1150		GEDAR LANE	RD	40	1	EAGLE CLIFF ADD #14	C3	\$ 1,000	1000		
COMMERCIAL ADD/ALT	LEASEE (TENANT)	COTTONWOOD RIDGE RENOVATION	2956	7/12/2022	323		WHITE	AVE	118	1	TRIAD #2	C3	\$ 3,000	1273		
COMMERCIAL ADD/ALT	ALPARK PROPERTIES	CLASSEN LANDING RIDGE RENOVATION	3072	7/12/2022	401		12TH	AVE	118	1	CLASSEN LANDING ADDITION	RM6	\$ 8,000	150		
COMMERCIAL ADD/ALT	PRECISION BUILDERS, LLC	CLASSEN LANDING WHITE BOX	3100	7/25/2022	1915		CLASSEN	BLVD	1	1	CLASSEN LANDING ADDITION	C2	\$ 10,000	1361		
COMMERCIAL ADD/ALT	PRECISION BUILDERS, LLC	CLASSEN LANDING WHITE BOX	3101	7/25/2022	1915		CLASSEN	BLVD	1	1	CLASSEN LANDING ADDITION	C2	\$ 10,000	1361		
COMMERCIAL ADD/ALT	INNOVATIVE DESIGN, LLC	SWEET BASIL INTERIOR REMODEL	3274	7/28/2022	211 W		MAIN	ST	6	72	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 80,000	2135		
COMMERCIAL ADD/ALT	LEASEE (TENANT)	LIFETIME NUTRITION REMODEL	3316	7/28/2022	2274 W		MAIN	ST	2	1	JENNINGS ESTATES #1	C2	\$ 30,000	829		
COMMERCIAL ADD/ALT	WONG, PHILIP	HOSSAIN, AMAD	3347	7/28/2022	1811		INDUSTRIAL	BLVD	8	3	NORMAN INDUSTRIAL TRACT	C2	\$ 1,500	1400		
COMMERCIAL INTERIOR FINISH	PRECISION BUILDERS, LLC	FADE N UP TAVANT FINISH	2841	7/28/2022	1915		CLASSEN	BLVD	1	1	CLASSEN LANDING ADDITION	C3	\$ 50,000	1555		
COMMERCIAL PARKING LOT	FULLER PAVING	RIVER OAKS HOLDING	3045	7/28/2022	1521		DESKIN	DR	7	1	NORTHDORGE IND PARK #4	I1	\$ 32,000	5403		
TEMPORARY BLDG/CONST	RICE, TRAVIS	THE MEETING PLACE STREETERY	744	7/25/2022	121 E		MAIN	ST	11	5	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 3,000	374		
TEMPORARY BLDG/CONST	MYX PRODUCTIONS	NORMAN PRIDE TEMPORARY STAGE	1683	7/11/2022	201 W		DAVIS	ST	10	32	CITY PROPERTY	R1	\$ 4,000	440		
TEMPORARY BLDG/CONST	SWANSON, STEPHEN	LAZY CIRCLES STREETERY	2413	7/12/2022	422 E		MAIN	ST	1	32	NORMAN, ORIGINAL TOWNSHIP	CO	\$ 2,000	600		
TEMPORARY BLDG/CONST	MARIANNE'S RENTALS	RUSTY'S CUSTART TEMPORARY TENT	3159	7/15/2022	301 E		MAIN	ST	1	22	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 2,500	1600		
TOTAL PERMITS													22	28,455	AVERAGE PROJECT AREA	1,464
													646,000	TOTAL PROJECT AREA	32,212	

Permit Type	Permit Counts	Valuation
COMMERCIAL ADD/ALT	16	571,500
COMMERCIAL FOUNDATION PERMIT	0	-
COMMERCIAL FIRE REPAIR	0	-
COMMERCIAL INTERIOR FINISH	1	50,000
COMMERCIAL NEW SHELL CONSTRUCTION	0	-
COMMERCIAL NEW SHELL BLDG	0	-
COMMERCIAL PARKING LOT	1	13,000
TEMPORARY BLDG/CONST TRAILER	4	13,500
TOTAL	22	646,000

New Construction Business Information (New Construction and New Shell Buildings)	Use/Classification
Building Size (SF)	Business
AVERAGE VALUATION \$	28,455
TOTAL VALUATION \$	646,000

POLICE 11



NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

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July | 2022

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED CRIMES	2022	5-YEAR AVERAGE	2021
MURDER	0	0	0
SEXUAL ASSAULTS	18	15	13
ROBBERY	4	5	4
AGGRAVATED ASSAULTS	21	15	20
BURGLARY OF BUILDING	34	53	44
LARCENY/THEFT	251	239	263
MOTOR VEHICLE THEFT	40	31	39
ARSON	2	1	1
KIDNAPPING	1	2	2
FRAUD/FORGERY	72	73	84
DUI/APC	31	36	28
PUBLIC INTOXICATION	37	55	44
RUNAWAYS	19	22	11
DRUG VIOLATIONS	30	79	36
THREATS/HARASSMENT	37	33	47
VANDALISM	92	88	96
OTHER	437	442	454
TOTAL REPORTED CRIME	878	858	911
TOTAL ARRESTS:	421	556	429
PROTECTIVE CUSTODY:	67	104	78
TOTAL CASE REPORTS*	981	1,062	1,023
COLLISIONS	138	163	148
FATALITY	4	0	0
INJURY	46	57	52
NON- INJURY	89	106	96
NUMBER OF PEOPLE INJURED	64	80	74
CITATIONS & WARNINGS	1,049	4,000	1,358
TRAFFIC CITATIONS	244	1,263	324
TRAFFIC WARNINGS	465	1,835	680
PARKING CITATIONS & WARNINGS	340	902	354

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 6,341

NON-EMERGENCY CALLS TAKEN: 16,924

TOTAL INCOMING CALLS: 24,642

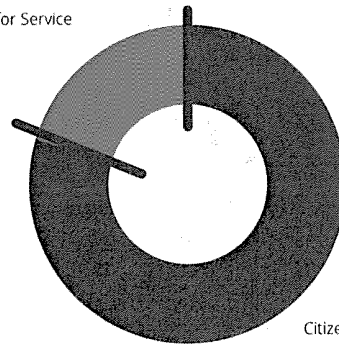
TOTAL CALLS FOR SERVICE GENERATED: 10,547

POLICE CALLS FOR SERVICE: 6,759

OFFICER INITIATED: 1,377

CITIZEN INITIATED: 5,382

Officer Initiated Calls for Service
1,377



Citizen Initiated Calls for Service
5,382

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OTHER CAD ACTIVITY:

NORMAN FIRE: 1,691

EMSSTAT: 2,056

INVESTIGATIONS ACTIVITY

CASES CURRENTLY OPEN (2020 TO PRESENT): 337

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 169

CASES CLOSED DURING REPORTING PERIOD: 558

CLEARED BY ARREST / WARRANT: 13

CLEARED BY EXCEPTION: 53

COP FOLLOW-UP: 9

DEACTIVATED: 451

DEACTIVATED DUE TO STAFFING: 23

REFERRED TO PATROL 7

UNFOUNDED: 2

ANIMAL WELFARE

INTAKES: 247

LIVE RELEASES: 280

LIVE OUTCOME RATE: 93.1%

ANIMALS FOSTERED: 117

ANIMALS LICENSED: 91

VOLUNTEER HOURS: 411

RECORDS

CUSTOMER SERVICE CONTACTS: 1,431

IN-PERSON CONTACTS: 754

PHONE CONTACTS: 677

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED OFFICER POSITIONS: 180

CURRENT COMMISSIONED OFFICERS: 154 (22 VACANCIES | 4 IN POLICE ACADEMY)

OFFICERS AVAILABLE FOR ASSIGNMENT: 144

10 ARE UNAVAILABLE DUE TO OJI, LONGTERM MEDICAL; MILITARY LEAVE; FIELD TRAINING

AUTHORIZED NON-COMMISSIONED POSITIONS: 71

INCLUDES ANIMAL WELFARE, DISPATCH, PARKING SERVICES, RECORDS, AND ADMINISTRATIVE TECHNICIANS

CURRENT NON-COMMISSIONED POSITIONS: 63 (8 VACANCIES)

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report July 2022



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IN SHELTER ANIMAL COUNTS

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	79	147	226	102	125	227	1	0%
Ending	109	111	220	80	88	168	(52)	-24%

ANIMAL INTAKES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	163	83	246	79	91	170	(76)	-31%
Owner Relinquish	4	10	14	15	25	40	26	186%
Owner Intended Euth	4	1	5	1	0	1	(4)	-80%
Transfer In	0	9	9	0	7	7	(2)	-22%
Other Intakes*	14	19	33	16	5	21	(12)	-36%
Returned Animal	11	8	19	7	1	8	(11)	-58%
TOTAL LIVE INTAKES	196	130	326	118	129	247	(79)	-24%

*Confiscate, Protective Custody, Born in Shelter, and all other infrequent entries

OTHER STATISTICS

	2021		2022		Comparisons	
	Total	Total	Total	Total	Difference	Percent
Wildlife Collected (DOA)	1	1	0	0	(1)	-100%
Dog Collected (DOA)	0	0	0	0	0	0%
Cat Collected (DOA)	0	0	2	2	2	100%
Wildlife Transferred	0	0	0	0	0	0%
Intake Horses	0	0	0	0	0	0%
Intake Cows	0	0	0	0	0	0%
Intake Goats	0	0	0	0	0	0%
Intake Sheep	0	0	0	0	0	0%
Intake Rabbits	0	0	1	1	1	100%
Intake Pigs	0	0	0	0	0	0%
Intake Other	2	2	14	14	12	600%
TOTAL OTHER ITEMS	3	3	17	17	14	467%

LENGTH OF STAY (DAYS)

	2021	2022
Dog	15.2	26.5
Puppy	10.3	11.4
Cat	11.9	19.7
Kitten	11.7	10.6

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	92	51	0	143

Norman Animal Welfare Monthly Statistical Report July 2022



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LIVE ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	83	103	186	81	134	215	29	16%
Return To Owner	46	1	47	20	3	23	(24)	-51%
Transferred Out	22	41	63	26	16	42	(21)	-33%
Returned to Field	1	7	8	0	0	0	(8)	-100%
Other Outcome	0	0	0	0	0	0	0	
TOTAL LIVE OUTCOMES	152	152	304	127	153	280	(24)	-8%

OTHER ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	0	7	7	1	4	5	(2)	-29%
Lost in Care	0	0	0	0	0	0	0	
Shelter Euth	10	6	16	10	9	19	3	19%
Owner Intended Euth	4	1	5	1	0	1	(4)	-80%
TOTAL OTHER OUTCOMES	14	14	28	12	13	25	(3)	-11%

TOTAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	152	152	304	127	153	280	(24)	-8%
Total Other Outcomes	14	14	28	12	13	25	(3)	-11%
TOTAL OUTCOMES	166	166	332	139	166	305	(27)	-8%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
	Medical - Sick	1	9	0	10
Medical - Injured	0	0	0	0	0%
Behavior - Aggressive	8	0	0	8	42%
Behavior - Other	1	0	0	1	5%
TOTAL EUTHANASIA	10	9	0	19	

MONTHLY LIVE RELEASE RATE

2021	2022
93.0%	92.1%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS **12**

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
July 2022

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ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Rural Certificate of Survey for City Council. The Development Engineer reviewed 37 sets of construction plans and 6 punch lists. There were 117 permits reviewed and/or issued. Fees were collected in the amount of \$3,589.68.

CAPITAL PROJECTS:

Alameda Street Widening Project:

The City of Norman conducted a bid opening on December 16, 2021, for the Alameda Street Widening Project, located from Ridge Lake Boulevard to east of 48th Avenue East. The low bidder was Silver Star Construction, Inc. of Moore, Oklahoma in the amount of \$3,616,910.70. City Council approved the award of this project on January 25, 2022. This project had a delayed start date to allow the private utility companies enough time to relocate their utilities in conflict with this project. Silver Star started work on Monday, April 18, 2022. This project will be constructed in two separate phases. The Urban Project Phase is from Ridge Lake Boulevard to east of 36th Avenue East. The Rural Project Phase is from east of 36th Avenue East to east of 48th Avenue East. The City of Norman is administering the construction of this project.

The current project schedule is as follows:

- Complete urban section from Ridge Lake Dr. to the intersection at 36th Ave. SE by end of Sept. 2022
- Close 36th Avenue SE and complete the intersection by the end of October 2022
- Complete rural section from 36th Ave. SE through the intersection at 48th Ave. SE by the end of May 2023

Proposed improvements for the Alameda Street Project include:

- Widening East Alameda St. from 2 lanes to 3 lanes between Ridge Lake Blvd. and 36th Ave. S.E.
- Add 10-foot shoulders to East Alameda Street between 36th Avenue S.E. and 48th Ave. S.E.
- Intersection improvements at East Alameda St./36th Ave. S.E. and East Alameda St./48th Ave. S.E.
- Continuous sidewalks on the south side of East Alameda Street to 36th Avenue S.E.
- Stormwater improvements

The contractor's activities this month were as follows:

- Finished the water line installation on the north side of Alameda Street between Ridge Lake Drive and 36th Avenue East
- Finished extending the reinforced concrete box (RCB) culverts on Alameda Street between Ridge Lake Boulevard and east of 48th Avenue East
- Started installing the concrete storm inlets for the new storm pipeline system on Alameda Street between Ridge Lake Boulevard and 36th Avenue East
- Finished milling the Urban Project between Ridge Lake Boulevard and 36th Avenue East.
- Started grading the Urban Project between Ridge Lake Boulevard and 36th Avenue East.
- Started installing reinforced concrete pipes (RCP) at the drives on the Rural Project between 36th Avenue East and 48th Avenue East

36th Avenue Northwest Phase 2 Waterline Relocations Project- Tecumseh Road to Market Place:

The City of Norman conducted a bid opening on February 11, 2022, for the 36th Avenue Northwest Phase 2 Waterline Relocations Project. The low bidder was Matthews Trenching Co., Inc. of Oklahoma City, Oklahoma in the amount of \$799,630.00. The Norman City Council awarded the project at the March 8, 2022 City Council Meeting. Construction began on April 18, 2022. This project has a 180-calendar day construction schedule. Staff estimates an October 2022 completion.

The project involves the following items:

- Relocation of approximately 5400 L.F. of 6", 8" and 12" waterline to alleviate conflicts with the future widening of 36th Avenue NW from Franklin Road to Market Place.

The contractor's activities this month were as follows:

- *Lines Bored under Sterling Street and Pioneer Street.*
- *Existing line lowered at Della Street to accommodate bore.*
- *Installation of Waterline from Crystal Springs Drive Bore to Della Street.*

Sidewalk Programs:

FYE 2023 Annual Sidewalk Program. This project is scheduled to go before council on 8/23/2023, and construction is expected to start in September 2022.

FYE 2022 Capital Improvement Project – 24th Avenue NW. Bids were received on August 5, 2021 and the project was awarded to Parathon Construction by City Council on September 14, 2021. This project addresses a significant portion of the City of Norman's 2018 Americans with Disabilities Act Transition Plan. The 24th Avenue project area is large and is broken down into four phases. This construction addresses Phase I and includes significant repairs along a 1.1-mile sidewalk corridor on 24th Avenue NW, from Main Street to Robinson Street (east side) and comprises 1365 square yards of sidewalk repairs, 800 square yards of driveway approach reconstruction and 216 square yards of ramps and curb cuts. The project began November 8, 2021 and is currently 95% complete. Change Order #1 was approved by Council on December 14, 2021, which increased the contract amount by \$120,066.00 enabling a continuation into Phase II of the project. Phase II consists of the same stretch as Phase I, but along the west side of 24th Avenue NW and is projected to begin March 1, 2022. Phase III and IV, which continues along the east and west sides of 24th Avenue SW, from Main Street to Lindsey Street will be programmed for future years.

The contractor has completed sidewalk, Handicap ramps and driveways on 24th Ave. NW from W. Robinson St. to Hemphill Dr. Parathon Construction is continuing with operations to install sidewalk and handicap ramps on the west side of 24th Avenue from Hemphill Drive to Main Street.

FYE 2023 Sidewalk Concrete Projects. Currently out for advertisement for bids. This contract includes Citywide Sidewalk Reconstruction Project, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract is anticipated to be underway in mid to late summer.

FYE2023 Sidewalk Horizontal Saw Cutting Project. Currently of for advertisement for bids. This contract will be to horizontally saw cut sidewalk tripping hazards in various locations throughout the city. This contract is anticipated to be underway in mid to late summer.

PUBLIC TRANSIT

Vehicle Procurement

- The City is currently in the process of purchasing 2 battery electric buses, the first electric vehicles in the City's fleet. It is anticipated that staff will visit the manufacturing facility while the vehicles are on the assembly line to ensure the vehicles are built to specifications. Delivery of the vehicles is anticipated in September 2022. Below is background information on both battery electric bus projects:
 - An authorization to purchase the City's first battery electric transit bus, was approved by Council on May 25, 2021. A purchase order was issued on May 27, 2021 to the manufacturer. Grant funding from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund will reimburse approximately 50% of the vehicle purchase price.
 - An authorization to purchase the City's second battery electric transit bus was approved by Council on August 10, 2021. A purchase order was issued on August 13, 2021 to the manufacturer. Grant funding from FTA's 2021 Low- or No-Emission Vehicle Program will reimburse approximately 70% of the vehicle purchase price. The City's project was 1 of 49 projects selected in the nation.
 - Council granted approval for additional funds to be allocated to both bus builds on December 14, 2021. These additional funds were used add charge rails to the top of the busses so that in the future an overhead pantograph charging system could be utilized.
- On June 14, 2022 Council approved a contract with ODOT to utilize Surface Transportation Block Grant (STBG) funds to purchase 2 35' CNG buses. Funds were from FY 2021 and 2022 and the total grant amount is \$959,855 (80%) with the local match requirement at \$239,964 (20%). An Authorization for Purchase will be forthcoming to Council for the purchase of these vehicles at the August 23, 2022 council meeting.

Go Norman Transit Plan (City of Norman Transit Long Range Plan Update)

- The Go Norman Transit Plan was approved by resolution by Council at its June 22nd, 2021 meeting. Staff are continuing to move forward on plan recommendations. Recent work includes:
 - The acquisition of property downtown, 320 Comanche Street, to be used as a transit center was approved by Council on January 18, 2022 and finalized with the seller on March 4, 2022. On May 10, 2022 Council then approved a task order for on-call architectural and engineering services with McKinney Partnership Architects P.C. Staff have regular meetings with the architects to finalize renovation plans for the property.
 - On March 8, 2022 Council approved an amendment to a contract with Nelson/Nygaard, the consultant firm hired for the Go Norman Transit Plan. This amendment provided for minor changes to the Go Norman Transit Plan to reflect the property at 320 E Comanche Street to be used as a Transit Center, rather than The Depot. Staff presented the changes to the Council Community Planning and Transportation Committee on June 23, 2022. The next steps are to begin public hearings to receive feedback and finalize the route changes.
 - Staff applied to ACOG's Air Quality Small Grant Program on November 19, 2021, requesting funding to install 80 new bus stops associated with the recommended route changes in the Go Norman Transit Plan. Council supported this application by approving a programming resolution on November 30, 2021 for the project. On January 27, 2022 the ACOG MPO Policy Committee reviewed and approved funding for the list of projects recommend for award, of which Norman's was one. Council approved a contract with ACOG for the project on March 8, 2022. Following the public hearing process, to finalize the route changes, Staff can proceed with the bus stops along the new routes.

Staff have begun work with partner agencies, such as EMBARK and Tyler Media, in preparation to seek public feedback on implementing the recommended route network in the Go Norman Transit Plan. These service changes will include a public participation process to finalize the route changes, implementing the bus stop changes, renovating the new Transit Center, and marketing.

Grants

- **FY22 RAISE Grant:** Staff are awaiting news of an application for purchase and installation of 2 pantograph chargers, providing for in service charging for the new EV buses. Council supported the application by resolution on April 12 and it was submitted on April 14.
- **FY22 FTA Bus and Bus Facilities Grant (5339b):** Staff are awaiting news of an application proposing to replace 2 CNG 35' fixed route buses and 4 paratransit vans. Council supported the application by resolution on May 24, and it was submitted on May 31.
 - Staff submitted the 2 CNG 35' buses to both the 5339b and 5339c grants, with the request to FTA to fund the replacement through one grant or the other, not both.
- **FY22 FTA Low- or No-Emissions Vehicle Program (5339c):** Staff are awaiting news of an application proposing to replace 2 CNG 35' fixed route buses. Council supported the application by Resolution on May 24, and it was submitted on May 31.
 - Staff submitted the 2 CNG 35' buses to both the 5339b and 5339c grants, with the request to FTA to fund the replacement through one grant or the other, not both.

Regional Transportation Authority (RTA) Updates

- In addition to Midwest City (who withdrew last fall), Del City and Moore expressed their intent on withdrawing from the RTA in May of 2022. An agenda item updating the RTA Trust Indenture due to these departures will be forthcoming to Council. RTA has stated that FY 2023 funding contributions will not change.

Transit Monthly Performance Report

Attached is the transit performance report for June 2022.

STREETS DIVISION

CAPITAL PROJECTS:

SUMMIT VALLEY ADDITION

Streets crews replaced damaged concrete panels on Summit Valley Addition. This repair required 76 cubic yards of concrete and resulted in over 206 square yards repaired.

IMHOFF ROAD: HIGHWAY 9 TO 132ND AVENUE SE – DEEP PATCH

Streets crews worked a deep patch at Imhoff Road: Highway 9 to 132nd Avenue SE and required 468.76 tons of asphalt for the repair.

144TH AVENUE SE: LINDSEY STREET TO IMHOFF ROAD – DEEP PATCH

Streets crews worked a deep patch at 144th Avenue SE: Lindsey Street to Imhoff Road and required 1,863.14 tons of asphalt for the repair.

ROCK CREEK ROAD: 72ND AVENUE NE TO 84TH AVENUE NE – DEEP PATCH

Streets crews worked a deep patch at Rock Creek Road: 72nd Avenue NE to 84th Avenue NE and required 837.81 tons of asphalt for the repair.

ASPHALT OPERATIONS:

2900 WATERLEAF DRIVE (DEEP PATCH)

Streets crews worked a deep patch at 2900 Waterleaf Drive and required 12.19 tons of asphalt for the repair.

800 FAIRWAY DRIVE (DEEP PATCH)

Streets crews worked a deep patch at 800 Fairway Drive and required 9.90 tons of asphalt for the repair.

ROADSIDE OPERATIONS:

MOWING OF ROADSIDE RIGHTS-OF-WAY

Streets Roadside Mowing crew continued their summer mowing schedule. During July, 2022, 303 miles of rural rights-of way and 4,113,038 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 8.87 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE

Stormwater Division received 12 work order requests and closed 11 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew repaired a washout along a concrete flume at 107 Monticello Drive. The Infrastructure Maintenance crew started and finished a pipe installation at 701 Summit Hollow. The crew installed 220 feet of HDP pipe, using 5 yards of concrete, 83 tons of TBSC, 7 tons of Rip Rap, 151 tons of select fill, and 165 tons of top soil. The crew attended active shooter training.

CHANNEL MAINTENANCE

The Channel Maintenance crew started and finished a comprehensive cleaning of Imhoff Channel. They were able to remove 149 tons of debris from the channel. The Channel Maintenance Crew was able to mow 371,000 thousand square feet of stormwater channels. The Channel Maintenance crew attended active shooter training.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 528 lane miles were swept in July resulting in the removal of approximately 110.18 tons of debris from various curb lined streets throughout the city. The litter crew removed more than 8.71 tons of litter from channels and ROW in the City of Norman. The crew attended active shooter training.

STORMWATER OKIE LOCATES

During the month of July, 3192 Call 811 Okie Spots were received. Of those requests, 90 were stormwater pipe locates, 52 were marked, and 874 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 147 inspections

Issued 0 citations and 2 NOVs to active sites

Issued 1 Earth Change Permit to new projects

MS4 OPERATIONS

Received and responded to 22 citizen calls

Conducted 1 outfall inspection.

On July 8, Ms. Chao attended the S&T Constructed Wetlands meeting.

On July 8, all but three members of the Stormwater personnel attended Active Shooter Training for the City.

On July 11, Mr. Murphy attended a Zoom meeting with Ms. Ellen Stevens concerning future development in and around the floodplain in the City

On July 11, Ms. Chao attended a tour of the Eufaula wetlands classroom. Steve Patterson, the designer of the original project, offered insight into the construction of the project, plant selection, and O&M concerns.

On July 13, Ms. Chao attended the Lake Thunderbird Watershed Partnership meeting.

On July 14, Mr. Murphy attended the Planning Commission meeting to present an application for an amendment to the City's Floodplain Ordinance.

On July 15, Mr. Murphy attended an informal meeting with Mr. O'Leary, Mayor Heikkila and former members of the Stormwater Citizen Committee to discuss stormwater concerns in the City.

On July 15, Mr. Murphy attended a meeting with Mr. O'Leary, Mr. Sturtz and Mr. Miles along with Mr. Logsdon, the owner of the Railyard, to discuss stormwater concerns on Mr. Logsdon's property.

On July 18, Ms. Chao and Mr. Murphy attended the Bishop Creek stakeholder meeting to discuss the watershed based-plan implementation.

On July 18, Mr. Murphy attended and gave the staff report at the Floodplain Permit Committee meeting.

On July 20, Mr. Murphy, Ms. Chao, Ms. Boteler, and Mr. Shumate attended the OFMA Stormwater Technical Workshop in Norman.

On July 24, Ms. Chao and Ms. Boteler coordinated the Love Your Lakes: DIY Rain Chain workshop where 12 attendees were provided with tools and supplies to make rain chains.

On July 25, Mr. Murphy attended a webinar hosted by the OWRB on the Oklahoma Flood Plan.

On July 27, Ms. Chao attended the monthly ECAB meeting.

On July 28, Mr. Murphy and Ms. Chao attended a portion of the Lake Thunderbird watershed modeling update meeting.

On July 28, Ms. Chao attended the OK Compost Conference planning meeting.

On July 30, Ms. Chao and Ms. Boteler coordinated the Love Your Lakes: Clean-up and Workshop at the Lake Thunderbird where 75 pounds of trash were removed from the watershed. In addition, presenters from Blue Thumb, Lake Thunderbird Watershed Alliance, and OSU Extension discussed volunteer opportunities and ways to improve water quality at home.

FLEET DIVISION

The Fleet Management Division Activity Report shows a comprehensive summary of the activity during the month, broken down into 3 subgroups: Fuel Report, Maintenance Report, and Productivity Report.

FUEL REPORT

Purchases: The Inventory fuel and Outside fuel purchases are added together for each category of fuel - Unleaded gasoline, Diesel fuel, and CNG.

Amount Sold: The amount of Inventory fuel and Outside fuel disbursed to city divisions are shown.

Price Per Gallon: For Inventory Purchases, each time a purchase is made the invoice information, such as quantity and total price is receipted into the Faster system. The Faster program then tallies the information and decides on a price-per-gallon for that purchase. The monthly high and the monthly low price-per-gallon for unleaded gasoline and diesel fuel are shown.

MAINTENANCE REPORT

Repair Parts Sold: This shows the amount of money spent on repair parts for vehicles during the month.

Tires Sold: This shows the amount of money spent on tires for city vehicles during the month.

Total Parts Sold: This is the sum of Repair Parts and Tires Sold added together.

Sublet Repairs: This is the amount spent on outside repairs during the month.

Road Calls: This is the amount of times Fleet was called out to retrieve/repair a vehicle.

Preventative Maintenance Services: This is the amount of times a vehicle failed to make the appointed preventative maintenance service and had to be rescheduled.

Total Work Orders: This is the amount of work orders for the entire month.

Year to Date Work Order Total: This is the amount of work orders for the entire year.

PRODUCTIVITY REPORT

Direct Labor Hours: Each mechanic's total direct labor hours are shown. Then the direct labor hours are tallied together. After that the total available hours are shown to assess productivity.

Productivity Goal: When mechanics are productive at 70%, meaning that 70% of their day was spent actually working on vehicles, the City of Norman is in equilibrium. We are able to use the money generated from their direct labor to pay wages, benefits and the utilities.

Actual Productivity: This is the average percent of all the mechanics' total productivity during the available working hours for the month.

June 2022
DEVELOPMENT COORDINATION, ENGINEERING
AND PERMIT REVIEW

Subdivision Development:

FYE 2022 Associated Fees

Planning Commission/Dev Comm Review: This Month Last Month FY Total

- *Norman Rural Cert of Survey... 0
- *Final Plats..... 0
- *Preliminary Plats..... 0
- *Short Form Plat..... 0
- *Center City Form Based Code.. 0
- *Concurrent Constr. Request..... 0

City Council Review:

- Certificate of Survey..... 0
- Preliminary Plat..... 1
- Final Plats 1
- Certificate of Plat Correction..... 0
- Encroachment..... 0
- Easements..... 0
- Closure..... 0
- Release of Deferral..... 0

↓	↓	↓
\$ 6,050.00	\$10,830.00	\$87,669.50

Development Committee:

- Final Plats..... 1

Fee-In-Lieu of Detention..... 0

Subtotal: \$6,050.00 \$10,830.00 \$87,669.50

Permits Reviewed/Issued:

(includes Offsite Construction fees)

- **Single Family..... 35
- ***Commercial..... 9
- Multi-Family..... 1
- Addition/Alteration..... 28
- House Moving..... 1
- Paving Only..... 9
- Storage Building..... 15
- Swimming Pool..... 10
- Storm Shelters..... 8
- Public Improvements..... 1
- Temporary Encroachments..... 2
- Fire Line Pits/Misc..... 1
- Franchise Utilities 7

↓	↓	↓
\$40.00	\$0.00	\$1,400.00

Other revenue	\$40.00	\$0.00		
Flood Plain (@\$100.00 each)..... 1	\$100.00	\$0.00	\$1,400.00	
Total Permits.....	\$3,484.46	\$1,922.13	\$57,051.56	
Grand Total.....	\$9,674.46	\$12,752.13	\$157,101.06	
***Construction Plan Review Occurrences	33	46	365	
****Punch Lists Prepared.....	6	7	65	

- * All Final Plat review completed within ten days..... PI # 13
- ** All Single Family Permits were reviewed and completed within three days....PI # 10
- *** All Commercial Permits were reviewed and completed within seven days..... PI # 11
- **** All Construction Plans were reviewed within ten days.....PI # 12
- *****All Punch Lists prepared within one day of Final Inspection.....PI # 8

June 2022

**DEVELOPMENT COORDINATION,
ENGINEERING, AND PERMIT REVIEW**

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
<i>PI #8</i> PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	6	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	35	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	9	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	33	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	2	100%



PERFORMANCE REPORT

Summary of Services Table: June 2022

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals.

EMBARK Norman Service Summary	ADP Jun FY22	FY22 YTD	FY21 YTD	Service Profile	Jun FY22	Jun FY21	May FY22
Fixed Routes (M-F)	855	224,844	175,199	Weekdays	22	22	21
Fixed Routes (Sat)	463	19,638	14,465	Saturdays	4	4	4
PLUS (M-F)	92	20,752	15,764	Gamedays	0	0	0
-Zone 1*	79	16,700	12,451	Holidays	1	0	1
-Zone 2**	13	4,052	3,113	Weather	3	3	4
PLUS (Sat)***	22	873	574	Fiscal YTD Days	305	302	280
				Cal. YTD Days	151	153	126

* Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 22 YTD	FY 22 Targets	
# of Norman fixed-route passenger trips provided	244,482	265,054	▲
# of Norman paratransit trips provided	21,625	19,000	■
% of on-time Norman paratransit pick-ups	98.42%	95.00%	●
# of Norman bus passengers per service hour, cumulative	12.85	13.14	●
# of Norman bus passengers per day, average	801	N/A*	N/A*
% of Norman required paratransit pick-ups denied due to capacity	0.01%	N/A*	N/A*

*These LFR targets are unavailable for this fiscal year. We hope to have them for FY23.

STREET DIVISION					
	FYE 2023 July 2022	FYE 2023 July 2022	Year to Date	Year to Date	FYE 2023
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	-		8.87		
Overlay/pave 10 miles per year.	-	0%	0.80	8%	100%
Replace 2,000 square yards of concrete pavement panels	-	0%	206.00	10%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	-	0%	5.00	1%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	-	0%	4,113,038.00	32%	100%
Mow 148 miles of Rural Right-of-way three times per year	-	0%	303.00	68%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Contract all selected projects for the bond year within the same fiscal year		0%	-	0%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	-	0%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2018

Item 7.

STORMWATER DIVISION					
	FYE 2023 JULY, 2022	FYE 2023 JULY, 2022	Year to Date	Year to Date	FYE 2023
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	528.00	106%	528.00	9%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	-	0%	-	0%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	371,060.00	3%	371,060.00	3%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Collect 60 tons annually of litter from rights of way in the urban & rural areas.	8.10	95%	-		95%
Permit all earth disturbing operations over 1 acre in size.	1.00	100%	1.00		95%
Permit all floodplain activities as appropriate.	1.00	1%	1.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines.	-	0%	-		100%
Perform erosion control inspections of permitted sites within 30 days.	147.00	137%	147.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	-	0%	-		50%
Inspect stormwater outfalls.	15.00	0%	15.00		20%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 7.

July 2022

IN GALLONS		FYE 2023		FUEL REPORT	
	UNLEADED PURCHASED	DIESEL PURCHASED	CNG PURCHASED		
Internal pumps	17,820.00	19,203.00	21,547.20		
Outside - sublet	1,371.00	1,364.00	6,569.39		
TOTAL	19,191.00	20,567.00	28,116.59		
TOTAL		UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	22,146.88	22,759.85	26,293.80	6,569.39	

FYE 2023 TO DATE CONSUMPTION				
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	22,146.88	22,759.85	26,293.80	6,569.39

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	\$4.15	Low	\$3.15	UNLEADED	High	\$4.15	Low	\$3.15
DIESEL	High	\$4.35	Low	\$3.62	DIESEL	High	\$4.35	Low	\$3.62
CNG	High	\$1.19	Low	\$1.19	CNG	High	\$1.89	Low	\$1.89

FASTER CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$68,288.90	Month Total Public CNG Sales	\$12,489
BATTERIES	\$2,209.42	FYE 2023 To Date Public Sales	\$12,489
OILS/FLUIDS	\$11,341.24	LIFE TO DATE CNG GAS GALLON EQUIVALENT	
TIRES	\$29,292.43	Total Sold Gallons Life To Date	1,028,373
SUBLET REPAIRS	\$13,963.45	Total Gross Sales Life To Date	\$1,485,080
TOTAL SPENT ALL parts/sublet	\$125,095.44	Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Station	2,878,599

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	3	4	0
EMERGENCY ROAD CALLS	2	6	8	2
PM SERVICES	83	84	79	83
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	204	245	221	204
SCHEDULED REPAIRS	91	86	86	91
NON SCHEDULED REPAIRS	113	104	78	113

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	1	6	6	1
EMERGENCY ROAD CALLS	23	26	24	23
PM SERVICES	47	44	38	47
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	189	210	183	189
SCHEDULED REPAIRS	50	54	40	50
NON SCHEDULED REPAIRS	139	124	114	139

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	1	3	0	1
EMERGENCY ROAD CALLS	0	1	3	0
PM SERVICES	10	12	6	10
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	54	79	83	54
SCHEDULED REPAIRS	11	15	7	11
NON SCHEDULED REPAIRS	43	58	66	43

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	8	10	2	8
EMERGENCY ROAD CALLS	2	4	1	2
PM SERVICES	7	5	7	7
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	29	30	27	29
SCHEDULED REPAIRS	16	6	9	16
NON SCHEDULED REPAIRS	13	5	11	13

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	10	22	12	10
EMERGENCY ROAD CALLS	27	37	36	27
PM SERVICES	152	146	130	152
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	488	574	524	488
SCHEDULED REPAIRS	174	154	142	174
NON SCHEDULED REPAIRS	314	297	275	314

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2023

July 2022

MECHANIC	DIRECT LABOR HOURS	INDIVIDUAL PRODUCTIVITY	
		GOAL	DIFFERENCE
# 001	95.86	72%	73.7%
# 002	139.20	72%	107.1%
# 003	97.74	72%	75.2%
# 004	97.46	72%	75.0%
# 006	129.24	72%	99.4%
# 007	112.04	72%	86.2%
# 008	82.68	72%	63.6%
# 009	98.39	72%	75.7%
# 010	166.76	72%	128.3%
# 011	60.57	72%	46.6%
# 012	123.95	72%	95.3%
# 013	100.67	72%	77.4%
# 018	129.97	72%	100.0%
# 021	123.74	72%	95.2%
# 028	115.98	72%	89.2%
# 031	60.28	72%	46.4%
# 037	125.10	72%	96.2%
#038	105.08	72%	359.2%

DIRECT LABOR HOURS	1964.71
TOTAL AVAILABLE HOURS	2340.00
PRODUCTIVITY GOAL	72.0%
ACTUAL PRODUCTIVITY	84.0%

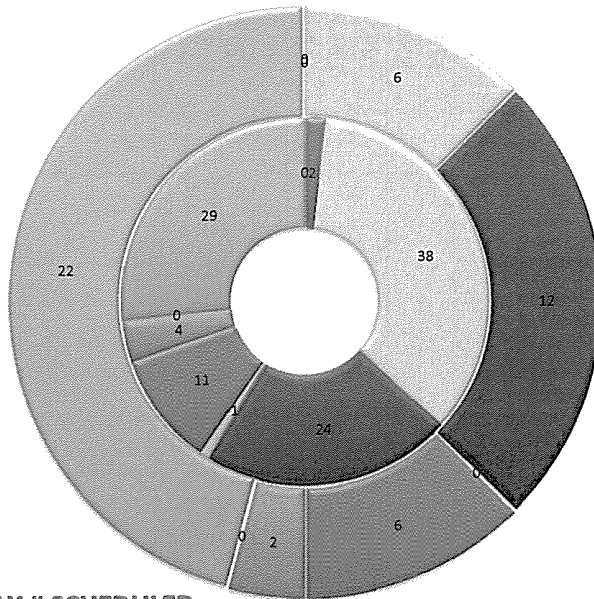
**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
July FYE 2023**

Item 7.

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
POLICE										
1157	2017 Chevy Tahoe	PD Admin	47031	46320	-711	miles	7/27/2022	Light Repair	PM-C	11/2/2021
1161T	2011 Haul Mark HLC	Patrol	8/1/2022	7/2/2022	-30	days	6/9/2022	Light Repair	PM-A	7/2/2021
1117	2020 Chevy Tahoe	Patrol	28960	28000	-960	Miles	7/29/2022	Light Repair	PM-D	N/A
1117	2020 Chevy Tahoe	Patrol	28960	28000	-960	miles	7/29/2022	Light Repair	PM-G	N/A
1151	2011 Ford Crown Vic	Patrol	115437	114427	-1010	miles	7/19/2022	Light Repair	PM-C	3/1/2022
PUBLIC WORKS										
669P	2002 Buyers Snowdogg	Streets	8/1/2022	4/27/2022	-96	days	4/27/2022	Light Repair	PM-B	10/27/2021
0850	2012 Chevy 2500	Stormwater Maintenance	8/1/2022	6/19/2022	-43	days	7/11/2022	Light Repair	PM-N	6/19/2020
0108	2000 Bartel Wacky Packer	Streets	7/1/2022	6/12/2022	-19	days	6/21/2022	Light Repair	PM-D	6/14/2021
UTILITIES										
281T	2019 Holt Trailer	Commercial Sanitation	8/1/2022	1/28/2021	-550	days	3/19/2021	Heavy Repair	PM-A	1/27/2020
0277	2016 Ranger 225 Welder	Commercial Sanitation	8/1/2022	6/28/2022	-34	days	6/27/2022	Light Repair	PM-C	6/28/2021
22236	2022 PB Frontloader	Commercial Sanitation	1457	1154	-303	hours	7/7/2022	Heavy Repair	PM-C	3/25/2022
0229	2012 PB Frontloader	Commercial Sanitation	11240	10955	-285	hours	7/21/2022	Heavy Repair	PM-C	3/11/2022
5224	2010 PB Frontloader	Recycle Sanitation	9516	9312	-204	hours	7/15/2022	Heavy Repair	PM-C	3/3/2022
PARK MAINTENANCE										
0430	2010 John Deere 310SJ	Park Maintenance	3676	3662	-14	hours	5/16/2022	Heavy Repair	PM-D	1/20/2022
21444	2021 Ford F250	Park Maintenance	6873	4000	-2873	miles	2/16/2022	Light Repair	PM-C	N/A
0457	1997 Stone 95CM	Park Maintenance	8/1/2022	5/6/2022	-87	days	6/27/2022	Light Repair	PM-C	5/6/2021

PM Compliance Report July FYE 2023



- City Clerk
- Municipal Court
- Information Technology
- Human Resources
- Finance
- Planning
- Public Works
- Police
- Fire
- Parks & Rec.
- PSST
- CDBG
- Utilities

**INNER RING - MONTHLY # SCHEDULED
OUTER RING = MONTHLY # MISSED/LATE**

Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Municipal Court	0	0	0.0%
Information Technology	0	0	0.0%
Human Resources	0	0	0.0%
Finance	0	0	0.0%
Planning	2	0	0.0%
Public Works	38	6	15.8%
Police	24	12	50.0%
Fire	1	0	0.0%
Parks & Rec.	11	6	54.5%
PSST	4	2	50.0%
CDBG	0	0	0.0%
Utilities	29	22	75.9%
Citywide Total	109	48	44.0%

Item 7.

MUNICIPAL COURT							
MUNICIPAL COURT						0%	0%
INFORMATION TECHNOLOGY							
INFORMATION TECHNOLOGY						0%	0%
HUMAN RESOURCES							
HUMAN RESOURCES						0%	0%
FINANCE							
METER SERVICES						0%	0%
PLANNING							
PLANNING						2	0%
BUILDING INSPECTIONS						0%	0%
CODE COMPLIANCE						2	2
PUBLIC WORKS							
ENGINEERING						1	1
STREETS						12	14
STORMWATER						9	7
TRAFFIC						5	4
STORMWATER QUALITY							
FLEET						11	11
TRANSIT							
POLICE							
ANIMAL CONTROL						1	1
POLICE ADMINISTRATION						1	1
POLICE STAFF SERVICES							
POLICE CRIMINAL INVESTIGATIONS						5	5
POLICE PATROL						17	15
POLICE SPECIAL INVESTIGATIONS							
POLICE EMERGENCY COMMUNICATIONS							
FIRE							
FIRE ADMINISTRATION							
FIRE TRAINING							
FIRE PREVENTION							1
FIRE SUPPRESSION						1	1
FIRE DISASTER PREPAREDNESS							
PARKS & RECREATION							
PARK MAINTENANCE						11	6
PARKS & RECREATION							
CUSTODIAL							
FACILITY MAINTENANCE							
PARKS FORESTRY							
PUBLIC SAFETY SALES TAX (PSST)							
PSST POLICE PATROL						4	5
PSST POLICE CRIMINAL INVESTIGATIONS							
PSST FIRE SUPPRESION							
CDBG							
PLANNING CDBG							
UTILITIES WATER							
UTILITIES ADMINISTRATION							
WATER TREATMENT PLANT							
WATER PLANT						1	1
WATER PLANT WELLS							
WATER PLANT LAB							
LINE MAINTENANCE ADMIN.							
WATER LINE MAINTENANCE							
UTILITIES INSPECTOR							
UTILITIES WRF							
WRF ADMIN							
WRF INDUSTRIAL						1	1
WRF BIOSOLIDS							
WRF OPERATIONS							
SEWER LINE MAINTENANCE						4	4
UTILITIES SANITATION							
SANITATION ADMINISTRATION							
SANITATION RESIDENTIAL						8	8

**FLEET MANAGEMENT
INVENTORY
July 2022**

FUEL

WESTWOOD GOLF	851.2	gallons	DIESEL	@	4.500	\$ 3,830.40
WESTWOOD GOLF	756.3	gallons	UNLEADED	@	4.460	\$ 3,373.10
NORTH BASE	1,293.2	gallons	UNLEADED	@	3.150	\$ 4,073.66
NORTH BASE	5,334.7	gallons	DIESEL	@	3.620	\$ 19,311.78
FIRE STATION #5	345.9	gallons	UNLEADED	@	3.410	\$ 1,179.62
FIRE STATION #5	53.2	gallons	DIESEL	@	3.820	\$ 203.22
FIRE STATION #6	222.4	gallons	UNLEADED	@	3.250	\$ 722.80
FIRE STATION #6	295.0	gallons	DIESEL	@	3.840	\$ 1,132.80
BULK TANKS	1,200.0	gallons	DIESEL	@	3.620	\$ 4,344.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	2,617.9	\$ 9,349.18
DIESEL	7,734.1	\$ 28,822.20

**CITY OF NORMAN
DEPARTMENT OF PUBLIC WORKS-TRAFFIC CONTROL DIVISION
MONTHLY PROGRESS REPORT**

JULY 2022	PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
		Percentage Met	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met
Provide initial response to citizen inquiries within 2 days	100%	100%	80	80	100%	80	100%
Provide information requested by citizens within 7 days	95%	100%	80	80	100%	80	100%
Complete traffic engineering studies within 45 days.	99%	100%	0	0	100%	0	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	100%	18	18	100%	18	100%
Worker Hours Per Gallon of Paint Installed.	0.80	Percentage	Worker Hours	Worker Hours	Percentage	Worker Hours	Percentage
			745	161.75		161.75	0.22
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%	Average	Crew Work Days	Total Installations	Average	Total Installations	Average
			1.63	11		11	0.00
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	100%	Percentage Met	Number Performed	Goal Met	Percentage Met	Goal Met	Percentage Met
			19	19	100%	19	100%
Response to reports on traffic signal malfunctions within one hour.	99%	Percentage Met	Number of Reports	Goal Met	Percentage Met	Goal Met	Percentage Met
			25	25	100%	25	100%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	100%	2	2	100%	2	100%
Lower Priority all other signs within one day	90%	100%	37	37	100%	37	100%
Street Name Signs within two weeks	90%	100%	31	31	100%	31	100%
Percent of work hours lost due to on the job injuries.	<.01%	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Percentage Met
			2736	41.5		2736	0.02
						41.5	0.02

UTILITIES 13

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 0%
- 1357 12th NE Avenue – 85%
- Crest Court – 100%
- Barb Court – 100%

Staff has completed the Crest Court project. Staff in progress on the 12th AVE NE project, estimate completion the end of August weather pending – project is 85% complete.

Water Line Breaks – 18 in June

Sewer Line Data

- Total obstruction service requests - 18
 - Private Plumbing: 18
 - City Infrastructure: 0
 - Sanitary Sewer Overflows: 1 on private side

Lift Station D Flows:

- Days - 31
- Average daily flow: 1.114 MGD
- Total Monthly flow: 34.534 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 49 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022.

As-Built Linking Project: Project is an engineering effort to develop a system for linking as-built records to a GIS interface to allow for staff to more efficiently find as-built records. Contract K-2021-72 was awarded to Meshek & Associates on December 1, 2020. The project will allow users to click on a water or sanitary sewer asset in a GIS viewer which will then provide the as-built record document in a new window for viewing or downloading. Additional internal staff discussion was required to determine naming conventions for the consultant to use that would create a standardized system that could be used for this project and any future projects. As such, the project deadlines were set back a couple of months. All existing as-built information was provided to the consultant for their use. Pilot area information has been received and reviewed by staff.

Solar Arrays at WRF and WTP: Project will utilize areas in the vicinity of the Water Reclamation Facility and the Water Treatment Plant to install new solar arrays that will offset electrical use from the grid. This project moves the Utilities Department forward and closer to meeting the *Mayors Climate Protection Agreement* and the *Ready for 100* initiatives. This performance guaranty contract has requirements such that the City will be reimbursed if sufficient energy is not generated.

The WTP array was energized on August 2, 2022, and is currently producing power for the WTP. Final testing and monitoring equipment installation are still required before this site is completed. For the WRF, all panels should be installed by mid-August. Tie-ins will be required thereafter.

WASTEWATER PROJECTS:

WRF Reuse Pilot Study (WW0317) – Project is considering treatment alternatives to produce highly treated effluent at the WRF suitable for discharge in Lake Thunderbird to supplement Norman’s available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, recommend best treatment technologies to allow reuse to be implemented. In July 2020, NUA approved Amendment No. 1 to Garver’s contract which fully consolidated all pilot study tasks including procurement/rental of treatment equipment for alternative treatment trains, temporary installation and eventual removal of all pilot study equipment into Garver’s contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consists of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. During June 2021, WRF staff was able to commence operating both trains as intended and commenced full sampling and testing regimen as per Garver’s pilot testing protocol. As of November 2021, the Phase II temporary skids for advanced tertiary treatment had been installed, tested, and placed into service. Trailers with advanced treatment equipment that is part of Phase II of the study, were delivered to the WRF in early January 2022 and were placed into service in February 2022. Phase I, II, and III are now running concurrently and regular sampling is ongoing. This should continue until June 2022. Garver’s final report is expected to be submitted no later than December 2022.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 to assist in funding project. Grant contract was fully executed during September 2021 and remains active. In early October 2021, NUA learned that it the BOR received an internal grant and want to perform their work in Norman. This green infrastructure grant is to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of a future reuse program. This grant includes \$209,824 in funds for Fiscal Year 2022 for research and investigations and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years’ funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and initial work (research and preliminary data gathering) is ongoing. In April 2022, NUA learned that a third grant from BOR had been authorized. The third grant was an applied science grant for \$148,000 to create a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird. The PLOT will use weather and climatological data, weather and seasonal weather forecasts, and data specific to Lake Thunderbird and its watershed to determine the best times to add.

Engineer: Garver LLC (Michael “Cole” Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Current centrifuges are approaching the end of their useful lives, and thus require excessive maintenance and repairs, and, due to poor service provided by manufacturer, often require extended downtime before necessary repairs can be completed to keep them operational. NUA approved a Contract with Garver, LLC on December 8, 2020, and design for this project commenced immediately thereafter. During the first half of 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff. WRF and NUA Engineering staff also made several site visits at plants in the region to observe other manufacturers/technologies in operation. These demonstrations and observations generally showed that the various screw press technologies could not meet the minimum requirement of consistently producing 20% solids sludge. In response, one manufacturer, PW Tech using their Volute Dewatering Press performed a followup demonstration with a new mixing technology that was supposed to increase percent solids and reduce polymer demand.

However, the demonstration failed to show either. Based on these results, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with several reputable centrifuge manufactures to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, two (2) manufacturers have been approved for inclusion in the project specifications.

Garver is currently preparing preliminary design documents, which will be submitted for NUA review in August 2022. A review meeting will then convene in September 2022. Garver should then complete, final Bidding Documents in November 2022. Contract would then be advertised in December 2022, and bids opened in January 2023. Construction contract should be awarded and Notice to Proceed with construction should be issued in February 2023. Construction should be complete by February 2024.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, either traditional design/bid/build or Construction Manager at Risk (CMaR) project so they will be covered as a single project. Due to recent plant improvements projects, space formerly used for spare part storage has been incorporated into plant operations space, leaving a shortage of viable storage space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities since the main building was commissioned. The Main Control Building at the WRF was constructed in 1982 and, while some building systems have been replaced and/or upgraded since then, many of the original interior and exterior finishes and fixtures as well as the main laboratory have not been replaced, updated, or renovated since original construction and are now nearing the end of their useful lives. Project WW0325 will renovate existing building and update layout and building systems as well as expand and renovate the laboratory to meet current standards.

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June. Greeley Hansen submitted a draft Preliminary Engineering Report (PER) in November 2021 and, after a review meeting later in November 2021, they submitted a final PER in late January 2022.

In March 2022, NUA decided to defer construction of this project for one fiscal year to FY 2023 for budgetary reasons. For this reason, while Construction Manager at Risk (CMaR) was originally being considered as the project delivery method, the project will instead be delivered by a traditional Design/Bid/Build method with Greeley Hansen completing a bid-ready final design during the remainder of 2022 but project will not bid until Spring 2023.

During May 2022, Greeley Hansen submitted 60% design documents and a review meeting also convened. Greeley Hansen expects to have a 95% design complete in September 2022. Then, as noted, construction project will be put on hold until Spring 2023. Bidding will be scheduled so Notice to Proceed can be issued on or about July 1, 2023. Construction would then take one calendar year.

Engineer: Greeley and Hansen LLC (Ana Staggs)

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. Design is progressing based on field investigations and 90% plans were submitted in November. Staff has reviewed the plans and there are constructability concerns regarding the proposed alignment. Staff have reviewed the alternative alignment on the east side of 12th Avenue NE and this corridor appears to be more constructible due to reduced utility conflicts. Council approved the amendment for the design contract to allow for the design of the new alignment along the east side of the road. Additional survey work has been completed

Class A Sludge / Co-Composting (WW0312): This Project includes evaluation of biosolids co-composting via the windrow method to achieve Class A Biosolids for the Norman Utilities Authority (Owner) in Norman, Oklahoma. An evaluation of sites near the Water Reclamation Facility (WRF) will be evaluated as well. This scope of services also includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan. Technologies were screened and Windrow Composting was determined by the Engineer to be the best alternative due to capital cost and operational familiarity considerations. The project was put on hold pending further discussions with landowners for land application of bio-solids that is a lower cost option than co-composting.

Engineer: Garver, Inc. (Steve Rice)

Septage Receiving Facility (WW0319): The Water Reclamation Facility (WRF) is often contacted regarding the possibility of taking trucked wastewater from hauling companies. Delivery of trucked wastes is not typically approved due to the undocumented quality of the trucked waste. Oklahoma City is currently the only municipal location in the metropolitan area for haulers to dispose of septage. The WRF could potentially generate revenue from companies hauling septage (septic tank clean-outs) and other acceptable wastes. Additionally, City of Norman residents utilizing a private sewage system could benefit through their private haulers having a closer disposal solution. To allow for the new facility, the current WRF treatment processes must be protected which may require temporary storage of the trucked wastes delivered to the WRF while water quality testing is performed to verify its acceptability. Preparation of an engineering study and design is budgeted for FYE19 while construction is budgeted for FYE20. This project is not a high priority for service reliability and has been deferred due to funding availability.

Engineer: Olsson, Inc. (Kevin Rood)

Sewer Maintenance Project FYE17 (WW0307): Annual project will replace 28,500 feet of deteriorated sewer lines with high density polyethylene (HDPE) pipe and rehabilitate or replace 161 manholes. Area is bounded by Cavecreek Street and Pinecrest Street to the north, Sequoyah Trail and Woodcrest Creek Drive to the west, Rock Creek Road to the south and 12th Avenue NE to the east. Change Order No. 1 was a no-cost change order approved with the contract award. Change Order No. 2 was approved and added approximately 1,000 feet of 12-inch pipe replacement along Chautauqua Avenue from Symmes Street north to just south of Main Street. Change Order No. 3 was added to the project to address unforeseen storm sewer conflicts along Chautauqua and to also eliminate cleanouts for sewer service lines. The contractor has replaced approximately 23,000 feet of line. All work has been completed. Staff is reviewing final CCTV video to confirm the proper installation was completed.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Plans have been prepared by consultant and staff completed the review July 2022.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): Annual project may replace about 22,000 feet of residential sanitary sewer lines and rehabilitate or replace about 108 manholes in the area bounded by W Lindsey St. to the North, 24th Ave SW to the west, Westbrook Terrace to the south, and Berry Road to the East. Preliminary project layout and scope definition are in progress.

Engineer: Staff with assistance from local surveyor

12th Avenue NE Manhole Replacements (WW0330): This project will replace the existing 36 manholes on the existing 24-inch sanitary sewer line generally running along 12th Avenue NE from Alameda Street to north of Robinson Street. Due to the high hydrogen sulfide concentrations, rehabilitation was deemed to not be feasible for the project. The existing manholes have deteriorated such that replacement is warranted. Material delivery challenges delayed the start of the project. The initial manhole deliveries were received on November 8, 2021. Manhole replacements began in December once all materials were received and only one manhole still requires replacement and two manholes need to be coated.

SE Norman Lift Station Payback (WW0306): Staff has recently updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station with flow equalization can eliminate one existing and three proposed lift stations in southeast Norman. This project will estimate project costs, assign wastewater generation estimates to undeveloped properties to be serviced, and prorate payback costs per parcel based on wastewater generation projections. Developers might initially fund the lift station and/or the NUA with a portion of the funding paid back as additional areas develop. RFP issued 06/12/18 for this work with proposals due 07/15/18. On 08/07/18, staff selected Search, Inc. to prepare the sewer service area study and evaluate its potential as a payback project. Staff has placed this project on hold as they work through new Comp Plan and the outcome effects of a possible turnpike.

Bishop Creek Interceptor Project (WW0174): Project will replace or parallel approximately 20,600 feet of existing sewer interceptors in the in the Bishop Creek wastewater basin to accommodate the full build-out wastewater flows. The project area generally lies between Highway 9 and Constitution and between Jenkins and Classen Boulevard. Staff will soon prepare an RFP to select design consultant for this and other water/sewer projects.

WATER PROJECTS:

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month. This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for \$47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. Edits to the final bid documents are being made before starting the bid process.

Engineer: Freese and Nichols, Inc. (Clay Herndon)

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of \$95,740. Staff had a project

kick-off meeting with engineers on May 27, 2021. Staff received 50% engineering plan. Mark ups will be discussed on our August 19, 2022 meeting.

Flood Avenue Waterline Replacement (WA0328):

Project will replace approximately 12,700 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Venture Drive with 16-inch C900 PVC pipe. The existing ductile iron pipe is not compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards. In combination with this project, the potential for using existing wells along Flood for blending back into the water system using the existing pipe after rehabilitation will be evaluated. Total bids for construction ranged from \$2.9 million to \$3.8 million. Southwest Waterworks was determined to be the lowest responsible bidder at \$2,854,724.50. City Council approved the contract with Southwest Water Works on September 14, 2021 in the amount of \$2,854,724.50. A pre-construction meeting was held on October 6, 2021. Construction began November 3, 2021 and will continue for 330 calendar days. The James Garner waterline between Acres and Robinson was added onto the contract for this project in February, with an additional 75 days added onto the project and a revised contract amount of \$3,325,518.50. Contractors are currently installing waterline north of Atchison and recently tied in all waterline south of DaVinci, with the exception of the bore under Lexington St that still needs testing.

Engineer: CP&Y, Inc. (John Levitt/John Gjendem/Richard Taylor)

Well Field Blending and Future Groundwater Treatment Site (WA0214):

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. Staff received the Draft Technical Memo from Carollo this month. Final revisions to the memo are being made. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. A contract with Plummer is in the process of being completed before approval by Council.

Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)
Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work will be determined in March, which will determine

when the waterline project needs to begin. The waterline will need to be completed before the roadway work begins. A Notice to Proceed was sent on August 11, 2022 for a start date of August 15, 2022.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II – Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabbusiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at \$2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed was March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. The final tie-in on the south section (Alameda to Gray) was completed this month. Subcontractors are working on restorations to the concrete and asphalt on the south section while Cimarron continues laying lines on the north section (Rich to Robinson). A second change order for the additional waterline north of Robinson is in the process of being completed.

Engineer: Garver Engineering (Bret Cabbusiness/Sean Price)

Water Treatment Plant Carbon Dioxide Tank Replacement Tank (WA0374):

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for \$75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of \$228,975 in December. The purchase authorization was approved by Council on January 18, 2021. Tomco made revisions to the submittals this month. After staff approval, Tomco moved forward with ordering the tank on April 25, 2022. Tomco representatives estimated a September 2022 delivery for the tank. They will let us know a more accurate date once we are closer to September so staff can prepare.

Water Treatment Plant Clarifier 1 and 2 Rehabilitation (WA0375):

Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and re-painting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of \$73,991.00 was obtained with Carollo and was awarded on December 14, 2021. Staff held a kickoff meeting with Carollo on December 22, 2021. An inspection and metal thickness testing was held on January 27, 2022. Paint samples were collected on February 8, 2022 for lead testing. Staff received preliminary budget estimates and life cycle cost analyses of three scenarios for rehabbing these

clarifiers, which ranged from \$3-4 million for both clarifiers. Engineers provided a quote for sandblasting and painting clarifier 3 on May 25, 2022 from Kinard Painting and Sandblasting, Inc. for \$330,000 to be included in the TM. Staff is reviewing the draft TM that was received last month before the final TM is sent.

Southlake Addition Waterline Replacement (WA0352):

This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was selected for the project and a contract in the amount of \$59,000 was awarded on November 9, 2021. Engineers are currently working on incorporating the two utility easements needed for the project into the plans.

Engineer: SRB (Marc Long)

Water Line Replacement, Parsons Addition (WA0246): A contract (K-1819-87) with Cabbiness Engineering, LLC was approved by NUA 12/11/18 to design the replacement of approximately 4,500 lineal feet of water line in the Parsons addition. Due to the project's close proximity to campus, the design process included public input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, and, based on that input and discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. As part of this process, it was also decided to install replacement mains in the streets rather than sidewalks wherever possible. Phase I was scheduled to begin July 1, 2019, and Phase II was originally scheduled for the summer of 2020.

Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A final walk through by staff was performed on November 8, 2019, and NUA approved final as-bid to as-built quantities change order on January 28, 2020.

In March 2020, 2021, and 2022, Phase II was delayed until Spring of 2021, 2022 and 2023, respectively. Assuming the project is not deferred again for budgetary reasons, it is now scheduled to advertise during the early Spring of 2023 in order for the Low Bidder to start ordering long-lead materials in April 2023 (to offset potential supply chain-related delays), ensuring that Contractor can start pipe installation work promptly when Notice to Proceed is issued immediately upon the end of OU's spring 2023 semester in mid-May 2023. Assuming this schedule is maintained, it is anticipated that construction would continue through summer and major work would be completed before the start of the fall semester in August 2023.

Engineer: Garver/Cabbiness Engineering, LLC (Sean Price)

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted for NUA review, and, during March 2021, several Zoom calls convened to review NUA comments and address questions that arose from the comments. Based on these discussions and further review of existing conditions, Jacobs proposed a fairly substantial revision to the alignment, which includes an open cut crossing of 12th Ave N.E. and relocating approximately 900 LF of the line into the traffic lanes of Robinson. NUA staff and Norman Public Works staff have reviewed the alignment and deemed it acceptable with some minor conditions. NUA has compiled list of these conditions and forwarded to Jacobs, and Jacobs has commenced detailed design and easement acquisition.

Two large property owners with whom easement agreements must be negotiated, J.D. McCarty and U.S. Department of Veterans Affairs, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to

incorporate master meter installation for both into this project.

During April 2022, the decision was made to defer construction on this project until Fiscal Year 2024. As a consequence, Final Design and Easement Acquisition will be completed during the remainder of 2022 and, if necessary, continuing into early 2023. Project will then be advertised in April 2023, and Bids opened in May 2023. Contract award is anticipated in June 2023, and Notice to Proceed with construction would then follow on July 1, 2023. Project completion is projected for June 2024.

Engineer: Jacobs Engineering (Arun Srinivasan)

Lindsey Water Tower Rehabilitation and Non-Potable Water Expansion Study - Lindsey Tower was decommissioned several years ago because it is not high enough to act as viable potable water system storage at current system operating pressures. Recently the coatings on the tower have begun to show signs of deterioration. For this reason, Dunham Engineering evaluated the condition of the tank in the Fall of 2020, and they determined that the underlying steel was in good condition and the tank could be repainted and recommissioned for many years of additional service if needed. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower rehabilitation. Dunham submitted their proposed scope and fee in early October 2021. Scope and fees were negotiated, However, before submitting Contract for City Council approval, NUA will await outcome of ongoing study being performed by Plummer Engineering, which is described in the following paragraphs and will directly impact future usage, if any, for Lindsey Tank.

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable reuse system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new reuse system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. A kickoff meeting convened on January 6, 2022 and Plummer has commenced work on the study. The study is ongoing and preliminary results should be available by June 2022 with a final report delivered in July 2022.

Assuming the Plummer study affirms repurposing Lindsey Tower as dedicated non-potable storage, a Contract for Dunham to prepare bidding documents for, and to inspect construction of, rehabilitation work on Lindsey Tower would be immediately submitted to Council in July 2022. Bidding Documents would then be completed and project advertised in August 2022, and Bids would be opened, Contracts awarded, and Notice to Proceed issued in September 2022. Rehabilitation work would require approximately 3 months, and thus project would then be complete by the end of 2022.

If Plummer's report does not recommend repurposing Lindsey Tank for non-potable storage, tank will be further evaluated to determine if it can be recommissioned and viably used for potable water storage. Depending on the outcome of this final evaluation, there is a range of possibilities for the future of Lindsey Tank. If no viable use can be found for Lindsey Tower at this point, it may be recommended for demolition. If it is determined that construction of additional infrastructure (for example a booster station) could make Lindsey Tower viable as potable water storage for the Norman system again, it could be part of a future project that combines rehabilitation of Lindsey Tower with construction of the identified new infrastructure that would see the rehabilitated tower returned to service upon completion of construction.

Engineer: Dunham Engineering for Lindsey Tower (Joe Seiter) and Plummer (Dexter May) for Non-potable Water System Study.

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the

generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a \$500,000 grant under the Watersmart program or a \$2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to fully implement the project. Schedules and deadlines are being coordinated with the City.

Consultant: E Source (Alyssa Pourciau)

FYE15 Water Wells and Supply Lines/Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of \$4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

Layne has drilled all test holes and plan to begin final well drilling January 2020. All 11 well site easements and deeds were approved by NUA on October 22, 2019. The NUA also approved CO#1 December 10, 2019 for Layne's contract to add 3 additional wells to the original 6 as shown in the contract. This change order also added days to contract and completion date is now December 2020. Held kick off meeting January 23, 2019 and since Layne had drilled all test holes, the plan was to begin final well drilling January 2020. Layne's rig was under repair so final well drilling didn't begin until February 18, 2020. Crews have completed all wells and are now complete with all 6 monitoring wells. 1 deep monitor well failed and was re-drilled in September. Well house construction is complete and all wells are ready for pumping. Contractor finalized disinfection on well house lines and are in the final clean up stages. Project is substantially complete and final payment will be made upon final re-development of Park Well.

Engineer: Carollo Engineers (Rebecca Poole)

Master Meter Project – Bids to install 10 master meters were opened 7/24/14. An agenda item was taken to Council but suspended until written documentation was obtained from USPS, MNTC, JD McCarty, and Veterans Center. On 6/19/17, staff received approval from USPS to install one meter and vault to accommodate a water line project they had underway. This project was completed 7/27/17. The permission letter they provided allows staff to complete the two other sites for USPS. Staff has made contact with MNTC and is scheduling a meeting in April 2018 to obtain similar written documentation to allow for the 3 new meter vaults to be installed on their property. Staff contacted the State of Oklahoma to obtain similar letter for JD McCarty and Veterans Center which have 2 new meter vaults each to be installed. Staff met with State of Oklahoma Real Estate officials and they requested additional information but seem amenable to our project. Additional documents were sent for their review. They emailed they are currently reviewing documents as of 6/6/18. Staff is designing a project along Robinson that will front the J.D. McCarty Center and the Veteran's Center. Staff is planning to meet with State officials as part of that effort. Staff has been unable to establish a meeting with MNTC. Though MNTC, JD McCarty, and Veterans Center are not onboard with installing master meters at this time, staff will work with USPS to install 2 additional meters at their facility. Our consultants for the Robinson water line project 24th NE to 12th NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. These two large property owners with whom easement agreements must be negotiated, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both

into this project. Staff anticipates having an agreement established by December 2022. In addition, staff is evaluating meter locations at the USPS with in-house forces.

SANITATION CAPITAL PROJECTS:

Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of \$30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to \$39,000. Staff recently met with the Engineer to discuss revisions to the layout and architectural plans with a completion goal of August 22, 2022 for bid publication on August 25, 2022.

Engineer: TriCore Group, LLC (Greg Vance)

New Sanitation Office Building: The Sanitation Department has outgrown their current office space. Because their existing facility cannot be readily expanded and because it is not laid out in a way that would allow renovations to create a more efficient workspace, a new facility must be constructed. On January 12, 2021, Norman Municipal Utilities Authority (NMUA) approved a design contract with The McKinney Partnership Architects PC (TMP) to design this new facility, and design commenced immediately thereafter. TMP completed Design Development level plans and specifications in April 2021 and final plans and specifications in January 2022.

Project was advertised on February 10 and 17, 2022 and bids were be opened on March 3, 2022. TCS Construction was the apparent low bidder, but a review of their bid package revealed several flaws including an inability to meet experience requirements and a failure to provide an irrevocable guarantee from their surety. For these reasons, NUA has deemed the second low bidder, Crossland Construction Company (Crossland), to be Lowest and Best Bidder in accordance with City of Norman regulations and the State of Oklahoma Competitive Bidding Act. Contract Award was approved by City Council on April 26, 2022 and Notice to Proceed was issued on April 29, 2022.

During July 2022, Crossland continued with shop drawing submittal process and most project materials are now approved and orders have been finalized. Crossland also formed, reinforced and poured concrete foundations for new building. After that, they completed plumbing and electrical rough-in and completed preparation of subgrade for building slab. In the second half of July, they commenced forming, reinforcing and pouring concrete floor slabs for locker room, which is also designed to serve as the building's tornado shelter. During August 2022, it is expected that the remainder of the buildings floor slab will be formed, reinforced and poured and masonry and structural steel installation will begin. Construction is expected to be complete in spring of 2023.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

Truck Wash Facility (SA0015)/ Container Maintenance Facility (SA0009) / Household Hazardous Waste Facility (SA0012): Project will provide an automated truck wash facility at the sanitation storage yard north of the WRF and will provide a new enlarged maintenance, and regulatory compliant welding and painting facility for solid waste collection containers. The Truck Wash Facility will be available to all City vehicles, but designed primarily for large equipment. For the container maintenance facility, the proposed location is adjacent to the Truck Wash Facility to allow for efficient operations by staff. Upon learning of the potential bus wash facility to be constructed at the North Base Campus, Utilities and Public Works have begun coordination of the facilities and the potential to combine efforts into facility capable of meeting needs for both departments and the City.

A Household Hazardous Waste Facility will also be included within this project. This Facility is necessary to allow for City residents a timely disposal option for household wastes that cannot be disposed using their normal polycart service. Currently, an annual collection day is held for City residents to dispose of their items but this has proven to be challenging in recent years.

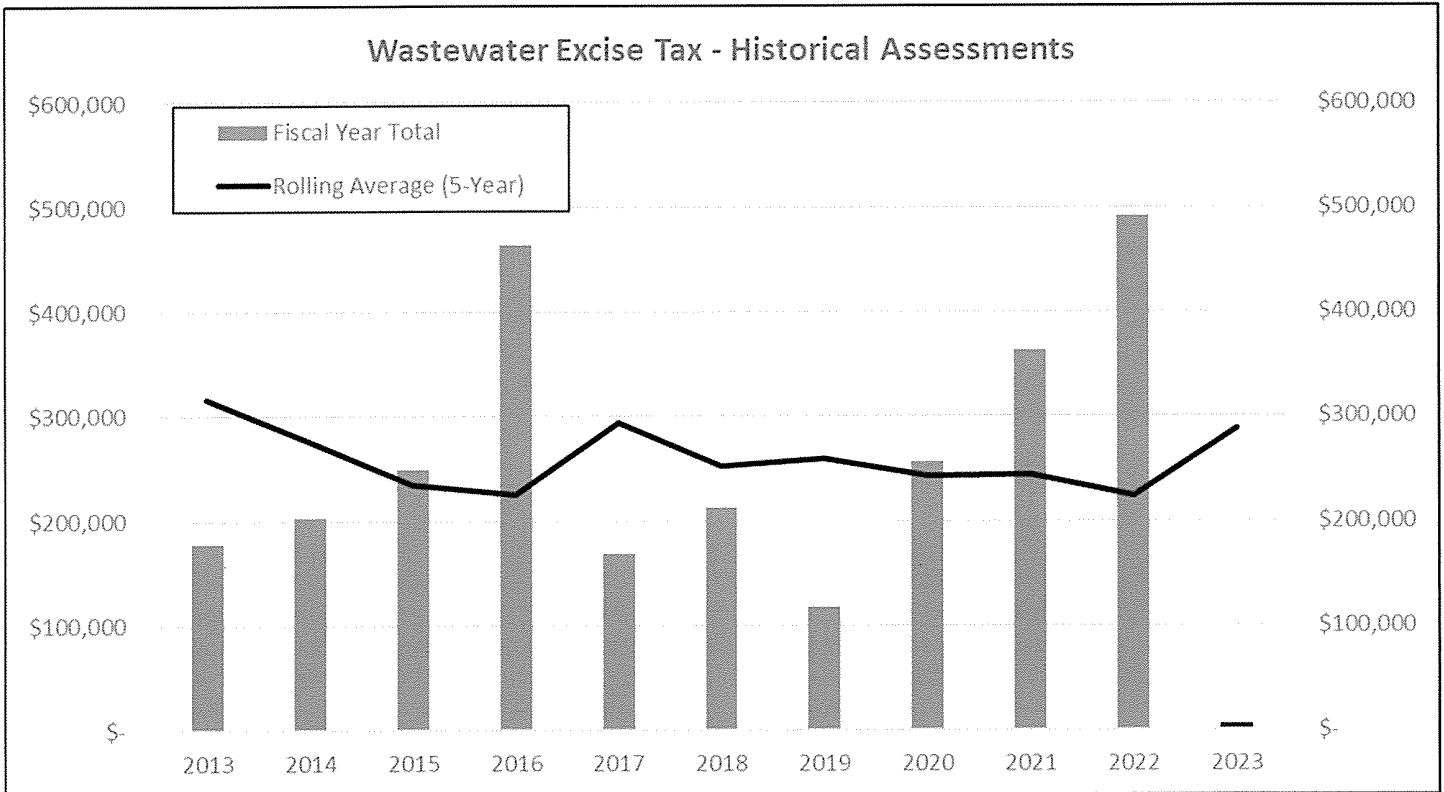
Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household Hazardous Waste and Container Maintenance facilities and entry drive modifications to the Transfer Station facility to improve accessibility and safety for vehicles entering and leaving the facility.

The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. The Household Hazardous Waste building is complete and the ribbon cutting was held on February 1, 2022. All finals have been obtained for the Container Maintenance building and the Certificate of Occupancy should be issued in February. Both projects are complete and in operation. Storage lockers were delivered and final items of work will be done in August.

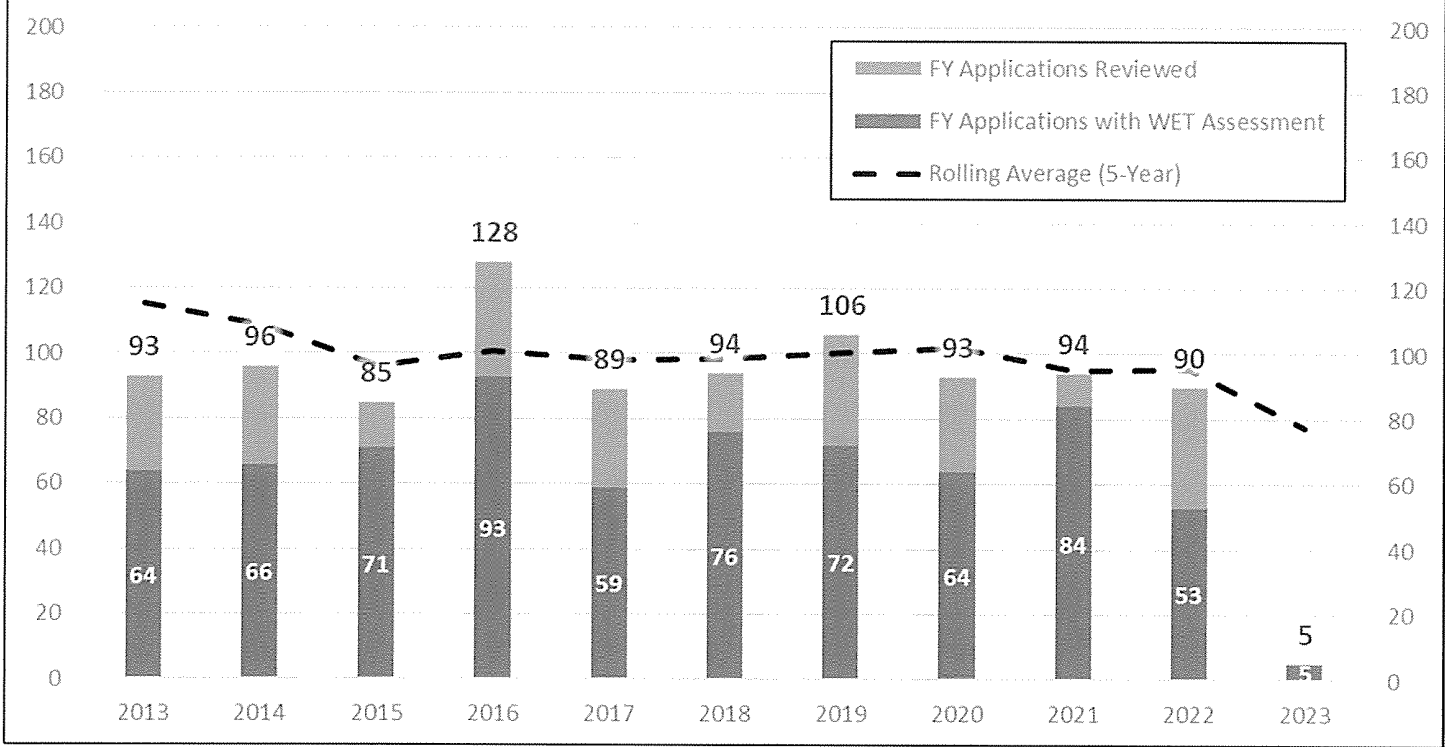
Architect: Studio Architects, LLC (George Winters)

Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 4 commercial entities last month. Of the 4 applications, 4 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 4 commercial properties were reviewed and a total of \$5,319.63 was assessed to the 4 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.



Wastewater Excise Tax - Historical Assessments



PLAN REVIEW:

Three plan sets were reviewed during July. Staff reviewed three plans for FYE2023 with an average review time of 1 day and with 100 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is \$0.00 of potential \$61,177.

4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is \$65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.
7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

3 Water Well Permits (22-3006, -3305, and -3441) were issued for the month of July.

*Staff reached out to OWRB on 7/5/2022 to discuss the permitting process/well logging as well as updates to their GIS mapping software, so that we can ensure anyone drilling a well in Norman is going through the OWRB first. Staff is waiting on a call back.

July 2022
ENVIRONMENTAL SERVICES DIVISION
MONTHLY REPORT

INSPECTIONS	July	Year to date
Fats, oil and grease (FOG) program	35	231
Food license approval	4	16
Significant Industrial Users	0	9
Total inspections	39	256
ROUTINE ACTIVITIES	July	Year to date
Significant Industrial User sites sampled	1	12+
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)	100%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)	25%	75%
HHWF: cars served	76	431
Pounds of Material Collected	6534.5	38884.5
REVENUE	July	Year to date
FOG Program	\$0.00	\$12,400.00
Surcharge	\$9,319.70	\$15,387.85
Lab Analysis Recovery	\$0.00	2659+
Industrial Discharge Permit	\$0.00	\$0.00
Total revenue	\$9,319.70	\$27,787.85

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including attending meetings, preparation of minutes, and issue research.
- 2 Facilitated Yard by Yard and Landfill Presentations.
- 3 Members are working on public education material and proclamation to state July is "Waters Worth It" Month.
- 4 Subcommittee is researching implementation of the US Mayors' Climate Protection Agreement.
- 5 New member-Ben Baranowski

MISCELLANEOUS ACTIVITIES

- 1 Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May
- 2 Working on Phase II of the Fats, Oils and Grease Program (FOG) - to include OU businesses, fraternities, sororities, and long-term care facilities.
- 3 As of July 31, 2022 approximately 32,500gallons of grease/solids had been prevented from entering the sanitary sewer in FYE 23 as a result of
- 4 Complete third of four required annual table III influent and effluent sampling events for 2022.
- 5 Staff is working with other departments to increase energy efficiency - i.e. turning off computers, duplex printing, anti-idling, methane recovery,
- 6 Acts as President of LTWA providing support including agenda setting, issue research and collaboration
- 7 Participates on LTWA Education and Outreach Subcommittee
- 8 Participate in Lake Thunderbird TMDL, IPR Treatment Wetlands internal and external team meetings
- 9 Coordinating SW permitting (State and local) for WRF Solar project, Compost facility, HHW facility
- 10 Presented to two Rotary clubs
- 11 Planned, facilitated and implemented Love Your Lake events
- 12 Continued coordination with Fleet and Transit/Parking for City Hall EV Chargers
- 13 Project manager for EV Charging Station going in at City Hall
- 14 Planning and coordinating for Naturizer property for bees and other exciting things
- 15 Review and comment on EDC
- 16 Coordinating collection of BMP ideas to help mitigate any potential damage from future road construction

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
July 2022	FYE 2023		FYE 2022	
	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	0	0	2	2
Property Owner Responsibility	18	18	5	5
TOTAL	18	18	7	7
Number of Feet of Sewer Cleaned:				
Cleaned	87,654	87,654	108,675	108,675
Rodded	7,275	7,275	2,815	2,815
Foamed	26,758	26,758	66,068	66,068
SL-RAT	0	0	0	0
TOTAL	121,687	121,687	177,558	177,558
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	0	0	0
Obstruction	0	0	0	0
Private	1	1	1	1
Other (Lift Station, Line Break, etc.)	0	0	0	0
Total Overflows	1	1	1	1
Feet of Sewer Lines Televised	23,934	23,934	17,629	17,629
Locates Completed	401	401	279	279
Manholes:				
Inspected	1,290	1,290	1,136	1,136
New	0	0	0	0
Raised	2	2	0	0
Repaired	3	3	0	0
Feet of Sewer Lines Replaced/Repaired	0.00	0.00	0	0
Hours Worked at Lift Station	116.31	116.31	68	68
Hours Worked for Other Departments	0.63	0.63	16.26	16.26
OJI's	2	2	0	0
Square Feet of Concrete	0	0	0	0
Average Response Time (minutes)	38.50	38.50	28.00	28.00
Number of Claims	0.00	0.00	0.00	0.00

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
July 2022	FYE 2023		FYE 2022	
	MONTH	YTD	MONTH	YTD
New Meter Sets:	32	32	39	39
Number Short Sets	30	30	39	39
Number Long Sets	2	2	0	0
Average Meter Set Time	4.83	4.83	4.46	4.46
Number of Work Orders:				
Service Calls	476	476	342	342
Meter Resets	0	0	1	1
Meter Removals	9	9	0	0
Meter Changes	22	22	23	23
Locates Completed	389	389	1,232	1,232
Number of Water Main Breaks	18	18	22	22
Average Time Water Off	155.83	155.83	2.77	2.77
Fire Hydrants:				
New	2	2	0	0
Replaced	0	0	0	0
Maintained	77	77	56	56
Number of Valves Exercised	242	242	139	139
Feet of Main Construction	115	115	0	0
Hours of Main Construction	241	241	162	162
Meter Changeovers	0	0	0	0
OJI's	0	0	0	0
Hours Flushing/Testing New Mains	29.73	30	26	26
Hours Worked Outside of Division	0.00	0.00	0	0

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
July 1-31,2022

Flow Statistics

	FYE 2023		FYE 2022	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	311.0	311.0	430.0	430.0
Total Effluent Flow (M.G.)	288.8	288.8	413.0	413.0
Influent Peak Flow (MGD)	10.6	10.6	25.5	25.5
Effluent Peak Flow (MGD)	10.1	10.1	25.5	25.5
Daily Avg. Influent Flow (MGD)	10.0	10.0	13.9	13.9
Daily Avg. Effluent Flow (MGD)	9.3	9.3	13.3	13.3
Precipitation (inches)	0.2	0.2	2.4	2.4

Discharge Monitoring Report Stats

5 day BOD:

EPA minimum percentage removal 85%

	Avg.	Avg.
Influent Total (mg/l)	195	137
Effluent Carbonaceous Total	3	2
Percent Removal	98.5	98.5
Total Suspended Solids:		
Influent (mg/L)	283	207
Effluent (mg/L)	9	3
Percent Removal	96.8	98.6
Dissolved Oxygen:		
Influent (min)	0.7	0.6
Effluent (min)	7.8	6.7
pH		
Influent (Low)	6.6	7.09
(High)	7.3	7.5
Effluent (Low)	6.9	7.1
(High)	7.6	7.5
Ammonia Nitrogen		
Influent (mg/L)	31.0	18.6
Effluent (mg/L)	3.0 1.6 limit	0.4
Percent Removal	90.3	97.8

Utilities

Electrical

Total kWh Used (Plant wide)	524,400	524,400	450,280	450,280
Aeration Blowers & Headworks	175,500	175,500	323,580	323,580
UV Facility	69,200	69,200	120,000	120,000

Natural Gas

Total cubic feet/day (plant wide)	133,000	133,000	333,000	333,000
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Public Education (Tours)

	0	0	2	18
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Total Attendees FYE 23

	0	0	18	18
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Reclaimed Water System (MG)

	0.0	0.0	0.0	0.0
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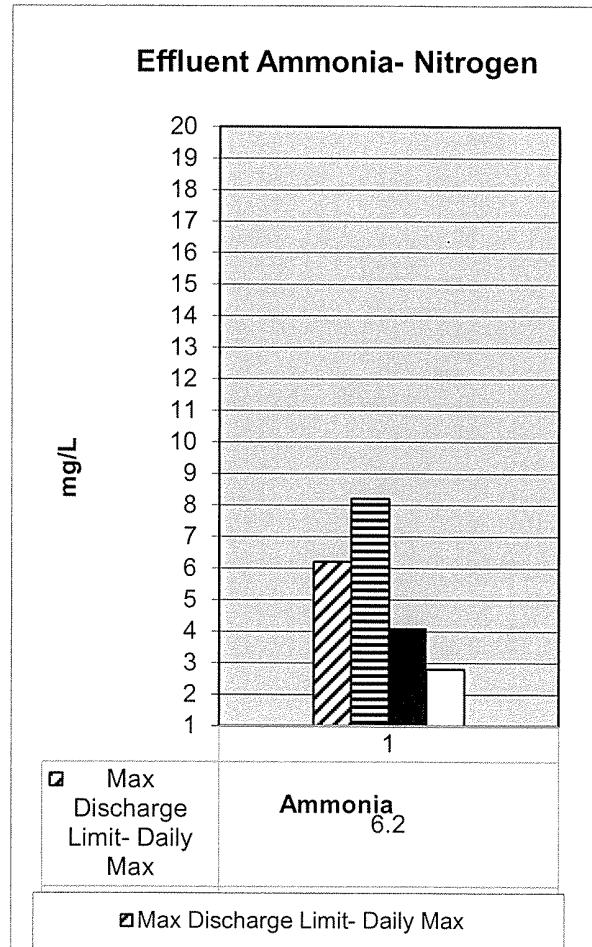
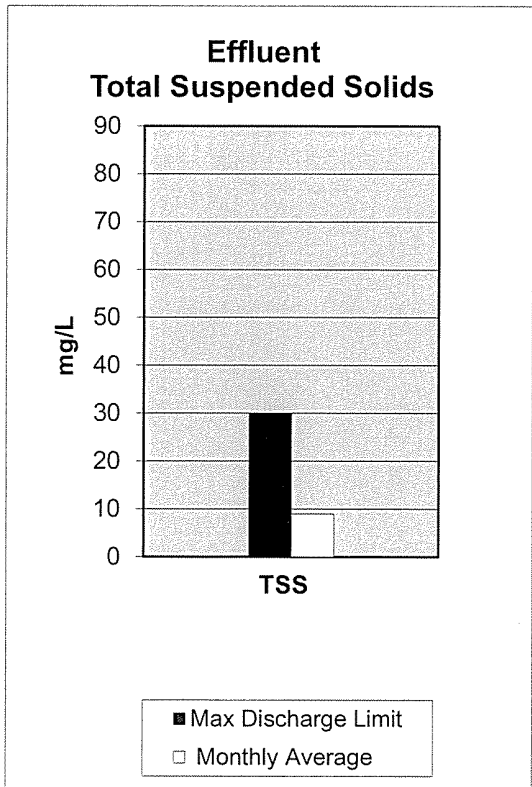
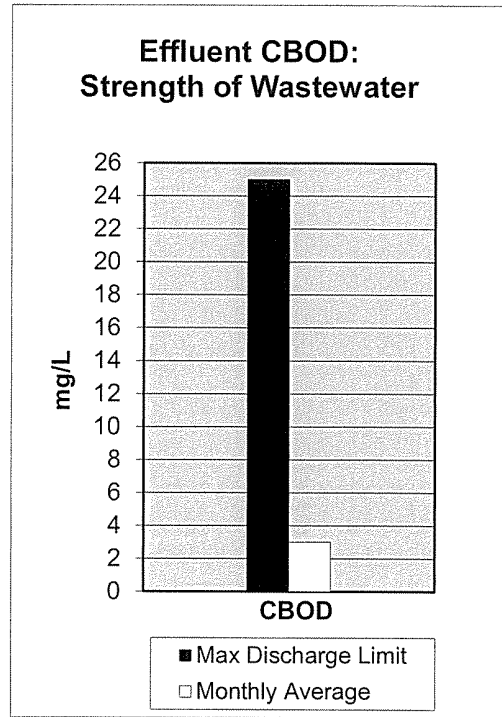
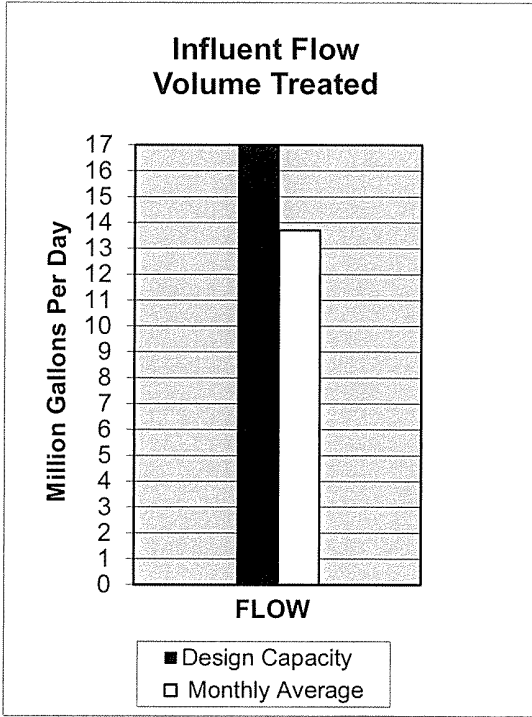
OU Golf Course (MG)

	20.5	20.5	12.9	12.9
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E. coli geometric mean for July **189 MPN** (Limit is 126)

**CITY OF NORMAN
WATER RECLAMATION FACILITY
July 2022**

Item 7.



Comments here

**CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES
MONTHLY PROGRESS REPORT**

WATER TREATMENT DIVISION

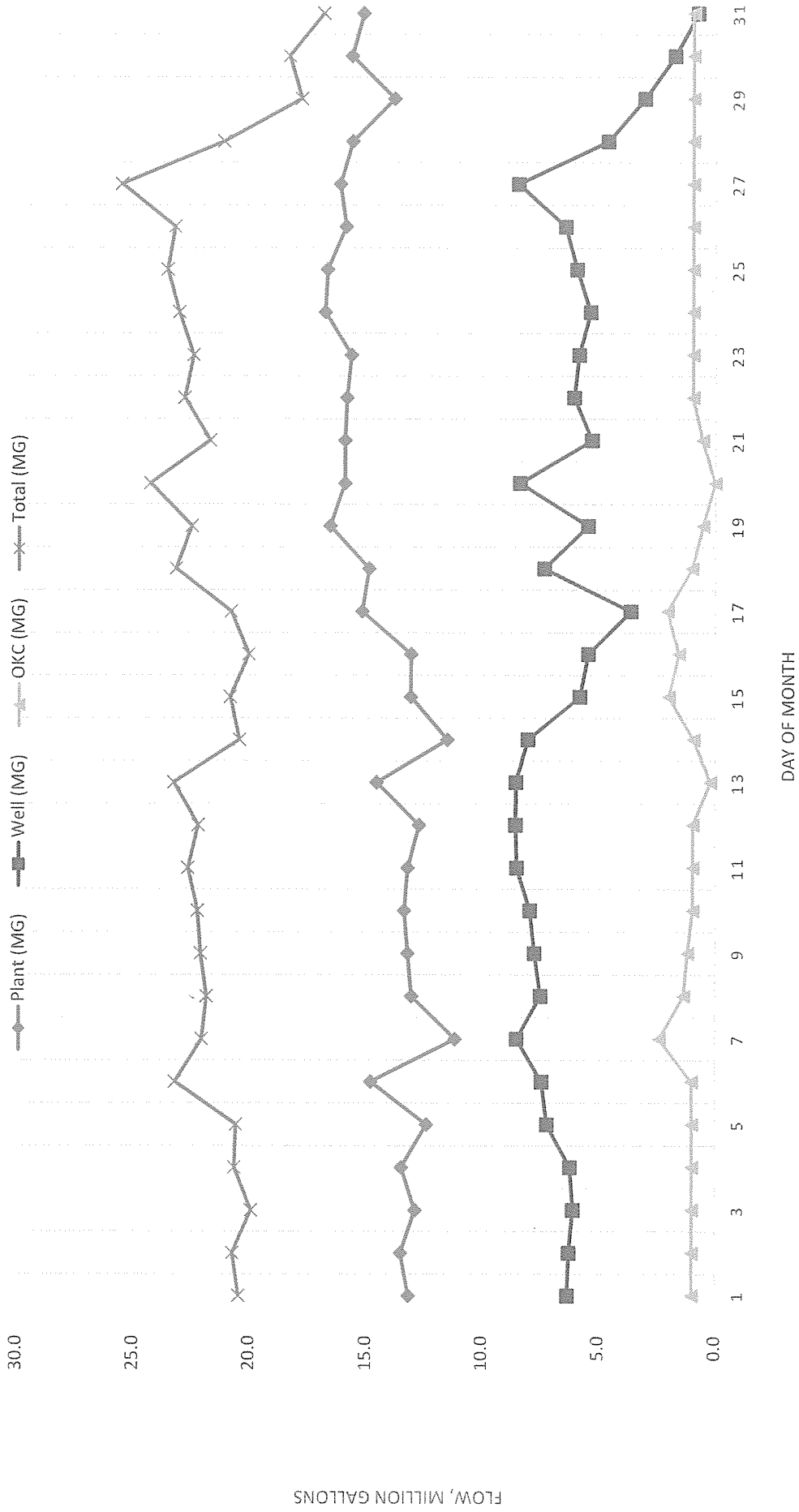
MONTH: July-2022

	<u>FYE 2023</u>		<u>FYE 2022</u>	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	444.13	444.13	385.60	385.60
Well Production (MG)	194.16	194.16	75.51	75.51
Oklahoma City Water Used (MG)	31.99	31.99	30.06	30.06
Total Water Produced (MG)	670.28	670.28	491.16	491.16
Average Daily Production	21.62	21.62	15.84	15.84
Peak Day Demand				
Million Gallons	25.52	25.52	18.91	18.91
Date	7/27/2022	7/27/2022	7/29/2021	7/29/2021
System Capacity (see note 1)	25.78	25.78	23.35	23.35
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00
Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)				
Costs				
Plant	\$696,676.03	\$696,676.03	\$696,489.53	\$696,489.53
Wells	\$272,276.08	\$272,276.08	\$223,878.26	\$223,878.26
OKC	\$99,372.28	\$99,372.28	\$77,165.58	\$77,165.58
Total	\$1,068,324.39	\$1,068,324.39	\$997,533.37	\$997,533.37
Cost per Million Gallons				
Plant	\$1,568.63	\$1,568.63	\$1,806.25	\$1,806.25
Wells	\$1,402.34	\$1,402.34	\$2,964.92	\$2,964.92
OKC	\$3,106.35	\$3,106.35	\$2,567.39	\$2,567.39
Total	\$1,593.86	\$1,593.86	\$2,030.96	\$2,030.96
Water Quality				
Bacterial Samples in Compliance	100	100	98	98
Bacterial Samples out of Compliance	0	0	0	0
Total number of inquiries (Note 2)	2	2	7	7
Total number of complaints (Note 2)	2	2	1	1
Number of complaints per 1000 service connections	0.05	0.05	0.02	0.02
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
Safety				
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	0	0	1	1
Public Education				
Number of tours conducted	0	0	2	2
Number of people on tours	0	0	9	9

Notes:

Well 57 re-activated. Meyer completed repair of lagoon 2. Well 31 out service pump and motor is ordered. LAS feed pump 3 faulted, shipped to manufacturer for repair. Staff working with Suez about over temperature problems on Oz Well 19 returned to service after meter base repair.

WATER PRODUCTION FOR JULY 2022



MONTHLY TRANSFER STATION REPORT

July 2022

Item 7.

	TONS PER MONTH	REVENUE PER MONTH
O.U.	194.71	\$10,312.65
STANDARD GATE	2,077.46	\$121,469.98
RESIDENTIAL	504.03	\$21,987.20
TOTALS:	2,776.20	\$153,769.83

		MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.		483.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.		9072.47
# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.		0.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:		0.00
TOTAL LOADS BROUGHT TO LANDFILLS:		483.00
GRAND TOTAL TONS TO LANDFILLS		9,072.47
DISPOSAL COST PER TON (OKC)		\$22.08
TIPPING FEE'S FOR DUMPING AT OKC:		\$200,320.14
GRAND TOTAL TIPPING FEE'S		\$200,320.14
# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:		634.00
# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:		3613.34
# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:		396.00
# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:		2525.26
TOTAL LOADS BROUGHT TO TRANSFER STATION:		1030.00
TOTAL TONS BROUGHT TO TRANSFER STATION:		6138.60
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:		129.58
TOTAL TONS RECEIVED AT TRANSFER STATION		18116.85

Drop Center Report JULY 2022

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINUM:	\$1,450.00	\$0.00	0	0	0%	\$22.08	227.03	\$5,012.82
PLASTICS:	\$30.00	\$0.00						
STEEL CANS:	\$3.00	\$0.00						
MIXED OFFICE PAPER:	\$55.00	\$0.00						
CARDBOARD:	\$130.00	\$0.00						

	#9 TONS	Westwood		Hollywood		Transfer		Total Tons	PRO/FEE	Revenues	Net
		TONS	TONS	TONS	TONS						
ALUMINUM:	0.57	0.28	0.65	0.1	1.6			\$0.00	\$2,320.00	\$2,320.00	
PLASTICS:	2.57	1.27	2.95	0.22	7.01			\$0.00	\$210.30	\$210.30	
STEEL CANS:	0.26	0.14	0.25	0.01	0.66			\$0.00	\$1.98	\$1.98	
MIXED OFFICE PAPER:	4.76	1.14	7.11	0	13.01			\$0.00	\$715.55	\$715.55	
CARDBOARD:	12.67	8.79	23.65	1.18	46.29			\$0.00	\$6,017.70	\$6,017.70	
RECYCLING CENTER TOTALS:	20.83	11.62	34.61	1.51	68.57			\$0.00	\$9,265.53	\$9,265.53	

	TONS	Compactors		Wood		Glass		Metal		
		TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	
Commercial Cardboard Containers	43.61		\$5,669.30		\$1,593.80		\$0.00		\$0.00	
TOTALS			12.26		0		23.36		\$0.00	
									Cost	\$0.00
									Profit	\$0.00

Expenses	Average hrly+ benefits	\$26.78
Hours	Cage Rolloff	44
Labor \$	Cardboard	207.25
Vehicle cost	Occ Compact	6
	MXD Office	16
	Total	273.25
		\$160.68
		\$428.48
		\$12.90
		\$34.63
		\$256.44

Total All Recycle and Cardboard	Revenues	\$16,528.63
Tons		147.80
Total Recycle Only	Revenues	\$3,247.83
Tons		45.64
Total Cardboard	Revenues	\$13,280.80
Tons		102.16

Revenue	Total Revenue	Total Expense	Total Net
	\$28,468.17	\$7,574.08	\$ 20,894.10

Customer Revenue	\$11,939.54
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CURBSIDE MONTHLY RECYCLING REPORT

Jul-22

PROGRAM STATISTICS

	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	91%
AVERAGE TONS PER DAY :	12.71
POUNDS PER HOME:	23.36

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	7.47
#1 PET	4.08%	15.56
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	38.4
MIX PAPER	29.67%	113.15
PLASTIC FILM	0.60%	2.29
#2 NATURAL	1.11%	4.23
#2 COLOR	1.66%	6.33
#3-#7	0.00%	0
METAL	0.30%	1.14
RIGIDS	0.26%	0.99
TIN-STEEL SCRAP	2.14%	8.16
TRASH	27.91%	106.44
OCC	20.24%	77.19
TOTAL	100.00%	381.35

	MONTH
SERVICE CALLS (MISSES)	54
HOUSESIDE	10
REMINDER	0
SCATTERED	0
MISC.	0
REPAIR	14
NEW	34
ADD	2
MISSING	8
EXCHANGE	0
REPLACE	11
PICK UP	8
TOTAL CALLS	141.00

	MONTH
LANDFILL COST AVOIDANCE	\$7,531.66

SANITATION DIVISION PROGRESS REPORT
SUMMARY 2022

	FYE 19		FYE 20	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	3	3	0	0
<u>On The Job Injuries</u>	1	1	0	0
<u>Bulk Pickups</u>	49	49	35	35
<u>Refuse Complaints</u>	69	69	103	103
<u>New Polycarts Requests</u>	49	49	84	84
<u>Polycarts Exchanges</u>	15	15	6	6
<u>Additional Polycart Requests</u>	74	74	76	76
<u>Replaced Stolen Polycarts</u>	23	23	24	24
<u>Replaced Damaged Polycarts</u>	97	97	91	91
<u>Polycarts Repaired</u>	44	44	34	34

COMPOST MONTHLY REPORT

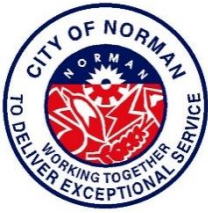
JULY

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	264.68
LANDFILL TIPPING FEE'S	\$ 22.08
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 5,844.13
TONS BROUGHT IN BY PUBLIC:	475.00
TONS BROUGHT IN BY CONTRACTORS :	1,300.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	160.00
LANDFILL TIPPING FEE'S	\$ 22.08
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 42,724.80
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 48,568.93
REVENUE COLLECTED FROM COMPOST SALES:	\$0.00
REVENUE COLLECTED FROM GATE SALES:	\$16,360.00
TOTAL TONS COLLECTED	2,199.68

	MULCH CUBIC YDS	COMPOST CUBIC YDS
	MONTH	MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN	0	
DRYING BEDS	0	0
COMPOST SOLD BY CUBIC YARDS		0
MULCH SOLD BY CUBIC YARDS	1,100	
TOTAL:	1,100	0

File Attachments for Item:

8. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR THE PURCHASE OF THREE (3) 35-FOOT LOW-FLOOR COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES FROM GILLIG IN THE AMOUNT OF \$1,843,113 UTILIZING THE STATE OF WASHINGTON CONTRACT NUMBER 06719 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR THE PURCHASE OF THREE (3) 35-FOOT LOW-FLOOR COMPRESSED NATURAL GAS (CNG) TRANSIT BUSES FROM GILLIG IN THE AMOUNT OF \$1,843,113 UTILIZING THE STATE OF WASHINGTON CONTRACT NUMBER 06719 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff have worked diligently to pursue federal grant opportunities, such as those outlined in this staff report, to maximize local funding to replace the aged vehicles that were inherited as a part of the transition of service. As of August 2022, eight (8) of thirteen (13) vehicles in the fixed-route fleet are past their useful life according to Federal Transit Administration (FTA) standards. While we are expecting to receive two new 35-foot electric buses later this year, we will also have two additional buses in the fleet reach the end of their useful life around the same time.

The Federal Transit Administration (FTA) Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants.

On June 27, 2019, the City of Norman was recognized by the FTA as an eligible direct recipient of federal grant funds under 49 U.S.C.: Section 5307, Public Transit Systems in Urbanized Areas; and Section 5339, Grants for Buses and Bus Facilities Program. There is currently \$468,222 in 5339 grant funds allocated from Fiscal Year 2020-2021 (grant number OK-2020-026) to purchase a 35-foot transit bus for the City of Norman. The minimum cost share for this grant funding is 80% federal and 20% local matching funds; for the currently allocated funds, the required cost share would be \$468,222 federal funding and a minimum of \$117,056 in local matching funding.

Fixing America's Surface Transportation (FAST) Act (P.L. 114-94), signed into law on December 4, 2015, authorized federal highway, highway safety, transit, and rail programs. The FAST Act amended the Surface Transportation Program (STP) contained in 23 U.S.C. 133, and changed the program name to the Surface Transportation Block Grant Program (STBG). The STBG promotes flexibility in state and local transportation decisions and provides flexible funding to best address state and local transportation needs.

The Association of Central Oklahoma Governments (ACOG), which serves as the Metropolitan Planning Organization (MPO) for the greater Oklahoma City Metropolitan Area, is responsible for coordinating with the Oklahoma Department of Transportation (ODOT), area local governments, and transit providers, such as the City of Norman, to implement the applicable Transportation Improvement Plan (TIP). ACOG also coordinates the annual call for projects for STBG funding.

On June 14, 2022 City Council accepted a Surface Transportation Block Grant (STBG) from the Oklahoma Department of Transportation (ODOT) in the amount of \$959,855 to be used for the procurement of 2 (two) 35-foot, low-floor Compressed Natural Gas (CNG) transit buses and approved contract K-2122-130 with ODOT for the administration of those grant funds which requires an estimated local match of \$239,965. This local match amount was available in the Public Transportation Fund, Fleet Transit Service Equipment Bus (account 2750276-45007) before the end of fiscal year 2021-2022; however, due to not having a purchase order issued the funds were returned to the Public Transportation and Parking Fund balance. As part of K-2122-130, if costs exceed the amount of funding allocated in the contract, then the difference will also be funded by the City of Norman.

DISCUSSION:

Since accepting the Surface Transportation Block Grant (STBG) from the Oklahoma Department of Transportation (ODOT), staff have been working with the transit vehicle manufacturer Gillig to finalize a vehicle specification and price for the three 35-foot, low-floor CNG transit buses. This would account for 2 (two) buses purchased with the STBG funds as well as one additional bus proposed to be purchased with FYE 2021 Grants for Busses (Section 5339) funding. Currently, five (5) of the City's thirteen (13) fixed route buses and five (5) out of nine (9) heavy duty vehicles are manufactured by Gillig. Gillig has also manufactured the two electric buses expected to be delivered in August/September of 2022. City staff proposes partnering with Gillig on this procurement as well to capitalize on efficiencies for parts, support, warranty, and general familiarity with Gillig products.

Currently, the State of Oklahoma does not have a robust, heavy-duty transit vehicle state contract. Gillig has suggested the State of Washington Contract #06719 as a contract that has been bid to meet proper Federal Transit Administration (FTA) requirements and which satisfies Norman's competitive bidding requirements (City Code, Section 8-204.b.4).

Staff are proposing to place a single order with Gillig for the three (3) 35-foot low-floor CNG transit buses which would include the two buses accounted for in contract K-2122-130 using the STBG funds and one additional bus using the FTA grant funds. Purchasing the buses on a single order improves the efficiency of the buying process and minimizes costs when sending staff to complete final inspections before the buses are delivered.

The buses purchased under this authorization would replace three (3) transit buses currently in the fixed-route fleet, which have passed their useful life according to FTA standards. The specific units to be replaced are 5-0703, 5-0704, and 5-0705, all of which are diesel engine transit buses made in 2007. The proposed CNG buses are expected to reduce greenhouse gas emissions, specifically CO₂, by an estimated 22% less than the diesel buses they would be replacing. These bus replacements comply with the City’s Alternative Fuel Policy and, as the City already has an established CNG vehicle program, we expect to maximize fuel cost savings.

The estimated cost of each 35-foot low-floor CNG transit bus is \$614,371 for a total cost of \$1,843,113 to purchase three vehicles. Due to supply chain issues and inflation increases, the cost per vehicle has increased by approximately 4.9% since the FY21 grant funds were awarded. Thus, the local match for those grant funds from FY21 are proposed to be increased to cover the difference. This results in the STBG FY21 and FTA 5339 grant funds having a local match of 24%. The individual federal and local cost share for each unit is represented in the table below.

Bus Unit Number	Grant Funding Source	Grant Funding Amount (80%)	Minimum Local Match Funds (20%)	Additional Local Match Funds	Total Local Match	Total Cost of Replacement Vehicle
5-0703	STBG FY21	\$468,222	\$117,056	\$29,093	\$146,149	\$614,371
5-0704	STBG FY22	\$491,633	\$122,909	-0-	\$122,874*	\$614,371
5-0705	FTA 5339 funds	\$468,222	\$117,056	\$29,093	\$146,149	\$614,371
Total Grant Funding						\$1,428,077
Total Local Match Funds						\$415,172
Total Cost of (3) Replacement Vehicles						\$1,843,113

* Total local match is required to be 20% of the total cost of the replacement vehicle. This may result in using less than the allocated grant funds (In this case, only using \$491,497 of allocated grant funds) due to the grant funding awarded being slightly higher than the current vehicle quoted price.

In fiscal year 2021-2022, account (27550276-45007), the Fleet Transit Service Equipment Bus account (27550276-45007), had funds allocated available for bus replacement to cover the local matching funds for these grants, which reverted to the Transportation Fund balance. Staff is recommending that \$481,761 be re-appropriated for FY23 to meet the local match funding requirements in the table above as well as any possible cost increases or overruns for which the City of Norman would be contractually responsible.

The delivery of the new busses is expected in 12-15 months, at which time the busses being replaced would be sold in a public auction.

RECOMMENDATION:

- 1 Staff recommends that City Council authorize the purchase of three (3) 35-foot CNG transit buses from Gillig in the amount of \$1,843,113 utilizing the State of Washington contract number 06719.
- 2 Staff recommends appropriating \$481,761 from the Public Transportation and Parking Fund Balance (27-29000) to Fleet Transit Service Equipment Bus (account 27550276-45007) to be used as required local match funding and to cover any cost overruns.
- 3 Staff recommends appropriating \$1,428,077 from Capital Fund Balance (Account 50-29000) to Service Equipment – Bus (Account 22550070-45007) to upfront the grant amount until reimbursement is received from the federal government. Once reimbursed, funds will be transferred back to the Capital Fund.

QUOTE LETTER

August 1, 2022

Taylor Johnson
City of Norman
Transit and Parking Program Manager
Fleet Division
Public Works Department
1310 Da Vinci
Norman, OK 73069
405-217- 7761 (Office Direct)
taylor.johnson@NormanOK.gov

Dear Taylor:

Thank you for your interest to purchase three (3) 35 ft. Low Floor CNG bus off the State of Washington Contract # 06719.

Gillig is pleased to quote the following:

Three (3) 35 ft L/F CNG BUS@\$614,371 ea.

This price is valid for 30 days and is FOB Norman OK. Prices exclude tax and licenses. The production start date of your bus will be within 15 months from receipt of purchase order. To maintain this production schedule, we will require a firm purchase order within 30 days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

PRICE VARIANCE

8/1/2022

NORMAN, OK (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)

(3) 35' CNG LOW FLOOR BUSES; SN: TBD

ITEM	STATE OF WASHINGTON, WA	NORMAN, OK	VARIANCE
BRT STYLING	NOT INCLUDED	NOT REQUIRED	-
CUMMINS ENGINE	L9N, 280 HP (CNG) W/ TYPE 4 20,000 SCF	L9N, 280 HP (CNG) W/ TYPE 4 20,000 SCF	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT INCLUDED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
CUMMINS COOLANT QUICK DISCONNECT PORTS	NOT INCLUDED	NOT REQUIRED	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT INCLUDED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
FUELSENSE 2.0	INCLUDED	REQUIRED	-
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
AXLE HUB SEALS	GREASE SEALS	OIL SEALS	-
MAGNETIC AXLE DRAIN PLUGS	NOT INCLUDED	NOT REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HILL HOLDER DASH SWITCH	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(8) HIGH POLISHED ALUMINUM WHEELS	904.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	GILLIG SUPPLIED MICHELIN 305/70R22.5, X INCITY Z	5,000.00
WHEEL TORQUE INDICATORS (SHIPPED LOOSE)	NOT INCLUDED	(40) REQUIRED	35.00
TIRE PRESSURE MONITORING SYSTEM	NOT INCLUDED	REQUIRED	1,163.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
CNG FUEL FILL	(1) FAST FILL	(1) FAST FILL	-
FUEL GAUGE	NOT INCLUDED	NOT REQUIRED	-
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	ELECTRONIC PROGRAMMABLE GAUGE	150.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	REQUIRED	183.00
AD-IP AIR DRYER	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	REQUIRED - CS & SS	172.00

PRICE VARIANCE

8/1/2022

NORMAN, OK (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)

(3) 35' CNG LOW FLOOR BUSES; SN: TBD

ITEM	STATE OF WASHINGTON, WA	NORMAN, OK	VARIANCE
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
BATTERY TYPE	(2) DEKA 8D	(2) DEKA 8D	-
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	INCLUDED (FRONT CONNECTION)	(45.00)
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
KNEELING CONTROL	CS FRONT	CS FRONT	-
HVAC MOTORS (TK)	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR (TK)	S391	S391	-
REFRIGERANT	R134A	R134A	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	NOT REQUIRED	-
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(1) REQUIRED	89.00
SENSITIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	525.00
FRONT CS WHEELWELL PACKAGE RACK	NOT INCLUDED	REQUIRED	125.00
PASSENGER INFO STATION	NOT INCLUDED	INNOCOM - IC 1921NORMANOK	549.00
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M , Q'STRAIT RESTRAINTS	AMSECO INSIGHT PRIME+ / BC55-NU W/ (1) Q'POD & CLEARIDE ANTIMICROBIAL TREATMENT	8,049.00
DUAL USB PORTS MOUNTED ON SEATS	NOT INCLUDED	(14) REQUIRED	2,992.00
GEN II QUANTUM (CURBSIDE)	NOT INCLUDED	REQUIRED	14,428.00
FRONT WHEELWELL VERTICAL STANCHION	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
8/1/2022
NORMAN, OK (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)
(3) 35' CNG LOW FLOOR BUSES; SN: TBD

ITEM	STATE OF WASHINGTON, WA	NORMAN, OK	VARIANCE
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	GILLIG EXTENDED POLYCARBONATE BARRIER	1,615.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-
STANCHIONS	YELLOW POWDER COATED	SSTL	-
PASSENGER WINDOWS	AROW STD FRAME / UPPER TRANSOM	RICON BONDED FRAME / FIXED	716.00
GLAZING GUARDS	NOT INCLUDED	NOT REQUIRED	-
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	4" ROUND DIALIGHT LED	-
UPPER REAR CAP GRILLE AUX LAMPS	NOT INCLUDED	TURN SIGNALS (2) 7" AMBER LED LAMPS	160.00
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4" RED LED LAMPS	(4) RED STRIP LED LAMPS	300.00
YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PORCH LAMPS	NOT INCLUDED	NOT REQUIRED	-
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED PRETORIA	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	PRE-WIRE W/ANTENNA	-
PA SYSTEM/VOICE ANNUCIATOR	STD REI	STD REI	-
INSIDE SPEAKERS	(6) SIX	(6) SIX	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	SYNCHROMATICS SYSTEM (BUDGETARY)	30,000.00
DRIVERS SPEAKER	NOT INCLUDED	REQUIRED	80.00
HAND HELD MIC	INCLUDED	REQUIRED	-
BOOM MIC	NOT INCLUDED	NOT REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS	TWIN VISION AMBER (FRONT, CURBSIDE, REAR)	LUMINATOR AMBER (FRONT & CURBSIDE)	(700.00)
STREET SIDE DESTINATION SIGN	NOT INCLUDED	NOT REQUIRED	-
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	NOT INCLUDED	NOT REQUIRED	-
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	REQUIRED (1 ROW X 6 TALLY)	192.00
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 15" 2-PC, CONVEX HEATED W/ REMOTE	110.00
FIRE SUPRESSION	AMEREX V-25	AMEREX V-25	-
METHANE DETECTION	INCLUDED	REQUIRED	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
8/1/2022
NORMAN, OK (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)
(3) 35' CNG LOW FLOOR BUSES; SN: TBD

ITEM	STATE OF WASHINGTON, WA	NORMAN, OK	VARIANCE
VIDEO SURVEILLANCE	NOT INCLUDED	ANGELTRAX 9-CAMERA SYSTEM W/ VULCAN HCNVR V12, 1TB HDD, 64GB SD, IBR600LP4 MODEM WITH WIFI	7,701.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS DL2 - SSTL	1,578.00
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	24 UNIT KIT	69.00
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	35.00
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
FIBEROPTIC BACKLIGHTING	NOT INCLUDED	REQUIRED	850.00
DASH MTD MULTI FUNCTION DISPLAY (MFD)	NOT INCLUDED	REQUIRED	3,258.00
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE & SPEEDOMETER	-
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	REQUIRED	170.00
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,130.00
EXTERIOR PAINT	1-COLOR	2-COLORS	2,150.00
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	NORMAN, OK CUSTOM CNG BUS GRAPHICS (BUDGETARY ONLY)	5,000.00
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	24 MONTHS / 100,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (CNG ENGINE L9N)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON)	60 MONTHS / 300,000 MILES	60 MONTHS / 300,000 MILES	INCL
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL NORMAN, OK VARIANCES	88,867.00
STATE OF WASHINGTON, WA 35' CNG LOW FLOOR BASE UNIT PRICE (APRIL 2021)	455,915.00
DELIVERY	4,843.00
NORMAN, OK 35' CNG LOW FLOOR BASE UNIT PRICE	549,625.00
PPI 1413 ADJUSTMENT PER WA CONTRACT AMENDMENT #1 (6/1/2022) = 11.78%	64,746.00
SPARE / TOOLING BUDGET	-
NORMAN, OK 35' CNG LOW FLOOR CURRENT PRICE (8/1/2022)	614,371.00

CONFIDENTIAL

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WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719-01

TRANSIT BUSES: HEAVY DUTY

**30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT
CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES**

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

GILLIG LLC

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

No. 06719

TRANSIT BUS – HEAVY DUTY

30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Gillig LLC, a California company (“Contractor”) and is dated and effective as of April 1, 2021.

RECITALS

- A.** Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).
- B.** Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.
- C.** Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.
- D.** The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.
- E.** Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses.
- F.** Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.

- G.** Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.
- H.** Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at its sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities (“Participants”):

- 2.1. **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any of the following institutions of higher education in Washington:
- State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. **MCUA PARTIES.** Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. **TRANSIT BUS COOPERATIVE PARTIES.** Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.
- 3.3. **PARTICIPANT CHANGE ORDERS.**
- (a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.
 - (b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.
 - (c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.
 - (d) If any change under this clause causes an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost

reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.
 - (f) The Contractor must assert its right to an adjustment under this clause within 30 days after
 - 1. receipt of a written change order under paragraph (a) of this clause or
 - 2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
 - (g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.
 - (h) This clause does not supersede FTA Circular C 4220.1F.
- 3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1 each year. Prices shall be adjusted on June 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
- $$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$
- 3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).
 - 3.6. GOODS AND SERVICES ADDITION. Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.
 - 3.7. PRICING OF GOODS AND SERVICE ADDITIONS. Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI,

2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.

3.8. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

4.4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor

does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- 4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.
- 4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participants' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

- 4.13. VEHICLE TITLE & REGISTRATION. Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a “manufacturer’s statement of origin” (MSO) and applicable state title application to register the Transit Bus with the Participant’s applicable state licensing authority at the time of delivery.
- 4.14. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.15. PAY EQUITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchase Order”). All order documents must reference the Master Contract number. Consistent with Participant’s procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant’s needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant’s agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant’s respective authorization authority for use of those FTA funds shall approve the Participant’s initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant’s respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.
- 5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor’s capacity to fulfill orders.
- 5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

- (b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed \$300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.
 - (c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.
 - (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.
- 5.6. PROTOTYPE BUSES. If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

- 5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.
- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
 - If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
 - Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
 - Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay.
 - Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.
- 5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of \$250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.
- 5.9. INSPECTION AND ACCEPTANCE OF TRANSIT BUSES. Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections

and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract.

- 5.10. INSPECTION DEFECTS. If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:
- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
 - Require Contractor to refund the price of any or all of the damaged goods; or
 - Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.

Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.

- 5.11. POST-INSPECTION REPAIRS BY CONTRACTOR. In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control.
- 5.12. CONTRACTOR SERVICE AND PARTS SUPPORT. For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.
- 5.13. PARTS AVAILABILITY GUARANTEE. Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance

provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

- 5.14. **TERMINATION FOR WITHDRAWAL OF FUNDING.** If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination.
- 5.15. **FACILITY INSPECTIONS.** Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participants agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 5.16. **ON SITE REQUIREMENTS.** While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 06719
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.10% for payments within 20 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.
- 6.3. **MILESTONE PAYMENTS.** Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.
- 6.4. **OVERPAYMENTS.** Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.5. **NO ADVANCE PAYMENT.** No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.
- 6.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: David Mgebroff
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8049
Email: david.mgebroff@des.wa.gov

Contractor

Attn: Lee Petersen, Regional Sales Manager
and Maribel Gonzalez-Becerra, Bid & Contract
Specialist
GILLIG LLC
451 Discovery Drive
Livermore, CA 94551
Tel: (800) 785-1500
Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: William F. Fay, Jr.
Vice President Sales
GILLIG LLC
451 Discovery Drive
Livermore, CA 94551
Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
 - (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the

Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .00150.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sum, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Participant under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect

from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. WARRANTY.

- 11.1. **CONTRACTOR WARRANTY.** Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

- 11.2. **WARRANTY INFORMATION.** Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.
- 11.3. **SYSTEM WARRANTIES.** The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	3 years, 100,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	6 years, 300,000 miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages. ** Warranty of One Year/Unlimited Miles
- Air compressor.
- Air dryer. ** Warranty of One Year/Unlimited Miles
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ Engine ▪ Transmission or Traction Motor ▪ Alternator ▪ Starter ▪ Destination/Luminator (Major components) ▪ Drive axle and non-drive axle(s) ▪ DVR unit, supporting electronics (Monitors) | <ul style="list-style-type: none"> ▪ Driver's seat ▪ Battery equalizer ▪ Radiator package ▪ Exhaust emission components ▪ A/C compressor and condenser/evaporator unit ▪ Power steering unit ▪ Fuel cylinders (if applicable) ▪ Air compressor ▪ Wheelchair ramp (if applicable) |
|--|---|

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty five (25%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

- 12.1. **REPAIR PERFORMANCE.** Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs.
- 12.2. **REPAIRS BY THE CONTRACTOR.** Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.
- Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.
- 12.3. **REPAIRS BY PARTICIPANT.** If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.
- 12.4. **DEFECTIVE COMPONENT RETURN.** Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.
- 12.5. **FAILURE ANALYSIS.** Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.
- 12.6. **REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS.** Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.
- 12.7. **REIMBURSEMENT FOR PARTS.** Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.
- 12.8. **REIMBURSEMENT REQUIREMENTS.** Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after

Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

- 12.9. **WARRANTY AFTER REPLACEMENT/REPAIRS.** If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

- 12.10. **WARRANTY PROCESSING PROCEDURES.** The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

- 12.11. **RETURN OF PARTS.** When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number

- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.
- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.
- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.
- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall

be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.

- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.

- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.

- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing

configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with its operations under this Master Contract. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor shall take all steps needed to keep Participant's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION.

- 15.1. DISPUTE PROCEDURE. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

15.2. PERFORMANCE DURING DISPUTE. Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.

16.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

- (b) **TERMINATION FOR CHANGE OF AUTHORITY.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and Provided further, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.
- (c) **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

16.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

- 17.1. **FTA INTEREST.** The U.S. Federal Transit Administration ("FTA") has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.
- 17.2. **NOTIFICATION TO FTA.** If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.
 - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the award, this Master Contract, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.

- 17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 18.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 18.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.
- 18.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. **FEDERAL FUNDS.** To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 18.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia,

Washington. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.

- 18.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties and any applicable Participant shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew
Its: Enterprise Procurement Manager

GILLIG LLC
a California company

By: William F. Fay, Jr.
William F Fay, Jr.
Its: Vice President Sales

EXHIBIT A**Included Transit Buses**

Contractor is authorized to sell Heavy Duty Transit Buses [categories awarded], including applicable accessories, components, subsystems, and replacement parts necessary for operation of the transit buses for its operational life. Transit buses offered under this Master Contract will comply with the specifications listed in [specification document title].

[insert specification document and modifications from solicitation at time of contract award]

Exhibit B

Prices for Heavy Duty Transit Buses

Prices for Heavy Duty Transit Buses as listed in the attached Heavy Duty Price Sheet.

[Insert Price Sheet at time of contract award]

Exhibit C

Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury and property damage, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits to statutory limits, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident/bodily injury by disease; \$1,000,000 policy limit/Bodily injury by disease; and \$1,000,000 each employee.
 - c. **PRODUCTS-COMPLETED OPERATIONS LIABILITY INSURANCE.** Products-completed operations liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence, \$4,000,000 general annual aggregate for a period of five (5) years after acceptance of the last bus delivered under this Contract. Products Liability coverage may be effected through one or more excess liability policies.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$2,000,000.
 - e. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence, \$4,000,000 general annual aggregate.
 - f. **UMBRELLA INSURANCE.** Umbrella coverage in the sum of \$_____ shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Employers' Liability, Products-Completed Operations Liability, Automobile Liability, and Professional Liability.

Claims Made Policies (applicable only to professional liability). If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Commercial Automobile Liability, and Professional Liability (Errors and Omissions), all required insurance shall include the State of Washington (and its agents, officers, and employees) and the applicable Participant as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Participant. All insurance or self-insurance of the State of Washington and/or Participants shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Participant for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Exhibit D**Federal Transit Administration Clauses****1.1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.**

(a) Participant and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Participant, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.

(a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

(b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

(c) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3. ACCESS TO THIRD PARTY CONTRACT RECORDS.

(a) Where the Participant is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Participant, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his

authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where the Participant is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Participant, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(c) Where the Participant enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Participant, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any Participant which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Participant, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(e) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(f) Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Participant, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(g) FTA does not require the inclusion of these requirements in subcontracts.

- 1.4. CHANGES TO FEDERAL REQUIREMENTS. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Participant and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
- 1.5. TERMINATION. See Section 16 Suspension & Termination and Section 18.13 Waiver.
- 1.6. CIVIL RIGHTS.

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 1.7. DISADVANTAGED BUSINESS ENTERPRISES. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No

preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

- 1.8. ADA ACCESS. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

Contractor must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38.

- 1.9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

- 1.10. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 1.11. BUY AMERICA. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have at least a 65 percent

domestic stock content for rolling stock procurements with the first vehicle scheduled for delivery in fiscal years 2018 and 2019 and at least 70 percent domestic content for rolling stock procurements with the first vehicle scheduled for delivery in 2020 or thereafter.

Contractor must submit to Participants the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Bus America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

Pursuant to Appendix A to §661.7(b), a general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

- 1.12. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION. See Section 15.
- 1.13. LOBBYING. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 1.14. CLEAN AIR. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the Participant and understands and agrees that the Participant will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 1.15. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Participant and understands and agrees that the Participant will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 1.16. CARGO PREFERENCE - Use of United States-Flag Vessels. Contractor agrees to:
- (a) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant

to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- (b) Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
 - (c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 1.17. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - 1.18. BUS TESTING. Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. A 5318(e) and FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report publicly available prior to final acceptance of the first vehicle by the recipient.
 - 1.19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance. Contractor shall submit manufacturer's FMVSS self-certification, Federal Motor Bus Safety Standards, that the bus complies with relevant FMVSS or manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
 - 1.20. FLY AMERICA. Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
 - 1.21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the

Department of Labor regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The Participant will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Exhibit E

Federal Transit Administration Certifications

[inserted from Solicitation Exhibit A-3]

FY 2021 AND 2022 AGREEMENT

**CITY OF NORMAN – TRANSIT ELEMENTS
SURFACE TRANSPORTATION BLOCK GRANT**

**FHWA STBG FUNDS: Proj No.: STP – 214E (123) AG, JP No.: 34755(06)
CFDA NUMBER: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

I PARTIES AND PURPOSE

This AGREEMENT made and entered into this 27 day of June, 2022, by and between the Oklahoma Department of Transportation and the City of Norman. The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and CONTRACTOR respectively or, collectively as the PARTIES. Frequent reference will be made in this AGREEMENT to the Federal Highway Administration and the Federal Transit Administration, United States Department of Transportation, hereinafter referred to as FHWA and FTA respectively.

The purpose of this AGREEMENT is to provide for DEPARTMENT pass through funding of the Surface Transportation Block Grant (STBG) activities within the City of Norman Area. The intent of this AGREEMENT is to state the terms, conditions and mutual understanding of the parties as to the purchase and use replacement vehicles and associated equipment for the CONTRACTOR.

II EFFECTIVE DATE

The provisions of this AGREEMENT shall become effective for two years on the day this Federal-aid contract is executed by both parties. The parties hereto may, by supplemental Agreement, extend the contracted services for an additional one (1) year period. Any supplemental Agreement shall provide for such amendments to the terms of this Agreement as required and shall be executed with the same formality as this Agreement. This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XIII of this AGREEMENT.

III UNIFIED PLANNING WORK PROGRAM (UPWP)

The specific activities to be conducted and financed during the AGREEMENT period are prescribed in the Association of Central Oklahoma Governments (ACOG) FY 2021 and 2022 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources of each activity to be undertaken within the TMA (Transportation Management Area) . The purpose and product of the UPWP will be a viable up-to-date twenty-year comprehensive multi-modal transportation plan for the ACOG MPO TMA. Approval of the UPWP by the PARTIES, the ACOG MPO Policy Committee, and FHWA will constitute acceptance of the UPWP as a part of this AGREEMENT, subject to the financing provisions of Section IV herein.

IV FINANCING

The DEPARTMENT presently has funds available, allocated through FHWA, which may be used to facilitate Transit Procurement. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the purchase and use of replacement vehicles to be conducted within the ACOG MPO TMA boundary as detailed in the UPWP. The PARTIES agree that the financing of the CONTRACTOR as set forth in this AGREEMENT is as follows:

FHWA STBG Funds for FY 2021* **\$ 468,222.00**

*Includes procurement of 1 – 35' Transit Bus

FHWA STBG Funds for FY 2022*\$ 491,633.00

*Includes procurement of 1 – 35' Transit Bus

Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E. The direct costs shall be limited to the equipment rental, equipment purchase, authorized travel, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this AGREEMENT. Allowable indirect cost will be determined in accordance with 2 CFR 200.414.

The financing provided by this AGREEMENT is for eighty percent (80%) of total actual auditable costs for the FHWA STBG funds. A twenty percent (20%) match will be funded by the CONTRACTOR. If costs exceed the amount of funding allocated, then the difference will be funded by CONTRACTOR.

V AUDIT

As part of this AGREEMENT, CONTRACTOR agrees to provide the DEPARTMENT with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations and provisions of the AGREEMENT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTIES will resolve the outstanding issues as provided under Section VI.

VI DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTIES relative to the eligibility of or the DEPARTMENT's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Chief Engineer/Deputy Director of the Department and the City Manager of the City of Norman who jointly shall make the final determination after consultation with FHWA.

VII PAYMENT

Payments for services described in the UPWP and this AGREEMENT shall be disbursed by the DEPARTMENT on the basis of documented payments from the CONTRACTOR showing the total actual costs incurred.

VIII PROGRAM EQUIPMENT PROCUREMENT

Unless provided and budgeted, equipment to be purchased, constructed or rented in excess of \$1,000 dollars and purchased with DEPARTMENT funds, requires DEPARTMENT review and approval. The CONTRACTOR shall provide a detailed list identifying each piece of equipment and/or instrument being requested for purchase.

All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1F, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget, and stated within in the PROGRAM Application.

When one of the PARTIES has contracted out a portion of its federally funded operation, or has passed through funding to a subcontractor, competitive procurement requirements shall apply to the PARTY and/or subcontractor activities. In such circumstances, the procurement process of the PARTIES/subcontractor should meet all state and federal requirements. Furthermore, the DEPARTMENT will maintain complete oversight to ensure both PARTIES/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the PARTIES/ subcontractor as the DEPARTMENT deems necessary.

The CONTRACTOR will be required, unless otherwise authorized in writing by the DEPARTMENT, to comply with all state and federal procurement requirements for procurement of vehicles and other equipment with the exception of "Start Up" costs for items such as vehicle signage, tax, title and miscellaneous items costing ONE HUNDRED DOLLARS (\$100.00) or less. Unauthorized procurements will not be reimbursed by the DEPARTMENT. Bid specifications will be developed by the DEPARTMENT for various types of vehicles and other equipment as requested.

The CONTRACTOR must submit the following documents to the DEPARTMENT's Office of Mobility and Public Transit (OMPT):

1. City of Norman Board approved and FTA compliant Procurement Policy document
2. PTASP (for Bus Operations)
3. TAM Plan
4. Executed FFY 21 & 22 Certification of Assurances
5. Proof of Self-Insured Status for Transit Vehicles
6. Vehicle Maintenance Plan
7. Title VI Plan
8. EEO Plan (If applicable)
9. ADA Paratransit Plan (If applicable)
10. Disadvantaged Business Enterprise (DBE) Plan

Upon the procurement of the vehicles identified in the original agreement, the CONTRACTOR will contact the OMPT to provide the listed vehicle(s) information as follows:

1. Vendor Invoice
2. Vehicle Tag number
3. Agency Vehicle number (if applicable)
4. Vehicle Make & Model
5. Vehicle Identification Number
Vehicle Seating Capacity

OMPT will make biannual visits to check vehicle status, preventive maintenance log, and review use of vehicle data until such time that the vehicle(s) reach its useful life and is disposed of by the Contractor.

IX USE AND DISPOSAL OF PROPERTY

PROGRAM vehicles shall be used for the provision of public transportation services. The CONTRACTOR and/or subcontractor must obtain written approval from the DEPARTMENT in any situation where the PROGRAM service is to be discontinued.

In the event that any program facility or equipment is used in an improper manner or is used for any unapproved activity, the CONTRACTOR and/or subcontractor shall be in default of this AGREEMENT and shall be subject to forfeiture of further financial assistance and may be required to reimburse Federal funds used to purchase said equipment and the Federal funds used for related expenses.

The disposal of all capital assets must be conducted through a public auction. The CONTRACTOR shall use the Department of Central Services Surplus Auction process, or a public auction.

Upon notification from the CONTRACTOR of the disposal of the vehicle(s), the DEPARTMENT's OMPT will remove the asset from its transit asset database and close out the agreement.

X VEHICLE REGISTRATION

The CONTRACTOR will, at the time of vehicle registration, name the Oklahoma Department of Transportation as first lien holder. A scanned copy of the title showing the DEPARTMENT as the lien holder shall be submitted to the OMPT within five (5) business days of receiving the title.

XI RECORDS

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200. Such records will be made available for inspection by the DEPARTMENT, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to the DEPARTMENT with respect to the study. Copies of such records shall be furnished at cost to the DEPARTMENT.

XII AMENDMENTS OR MODIFICATION OF AGREEMENT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the PARTIES with same formalities as are observed in the execution of this AGREEMENT.

XIII TERMINATION OF AGREEMENT

This AGREEMENT was entered into by the PARTIES because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTY may terminate its interest and its obligation under this AGREEMENT by giving thirty (30) days notice in writing to the other PARTY, it being understood that such termination may be adverse to the interests of the other PARTY. In the event of such termination, CONTRACTOR shall deliver at cost to the DEPARTMENT all items mentioned in Section XI of this AGREEMENT within thirty (30) calendar days following the effective termination date.

XIV GOVERNMENT WIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

The CONTRACTOR agrees to comply, and assures the compliance of each third party contractor and sub-recipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," and in compliance of 2 CFR 200.

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the Chief Administrative Officer of the CONTRACTOR as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgments involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

XV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONTRACTOR and/or its consultants shall save harmless the DEPARTMENT, FHWA and FTA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by the City of Norman and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this AGREEMENT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workman's Compensation Laws or any other laws. The CONTRACTOR and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished the DEPARTMENT.

XVI COVENANTS AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this AGREEMENT without liability, or at its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

XVII PRIOR UNDERSTANDING

This AGREEMENT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the CONTRACTOR.

XVIII GOVERNING LAWS AND REGULATIONS

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this AGREEMENT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

XIX BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the DEPARTMENT and the CONTRACTOR and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

XX NOTICES

All notices, demands, requests, or other communications, which may be or are required to be given, served or sent by either party to the other pursuant to the AGREEMENT shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for the DEPARTMENT, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the state at:

Department of Transportation
 Strategic Asset & Performance Management Division
 200 Northeast 21st Street
 Oklahoma City, Oklahoma 73105-3204

- (2) if intended for the CONTRACTOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the City of Norman at:

Darrel Pyle, City Manager
 City of Norman – Public Works Department
 201 West Gray, Bldg. A
 Norman, Oklahoma 73069

XXI SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

IN WITNESS WHEREOF, the Mayor of the City of Norman City Council has set his/her hand and seal this day of June, 2022 and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal this 27 day of June, 2022.

CITY OF NORMAN:

Reviewed and Approved as to Legality and Form:



[Signature] 6/3/22
Attorney Date

[Signature]
Mayor Date 6/14/22

Attest:

[Signature]
City Clerk Date

City of Norman – Public Works Department
201 West Gray, Bldg. A
Norman, Oklahoma 73069

Federal Tax ID Number: 73-6005350

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

Recommended:

[Signature] 06/20/2022
Jared Schwennesen Date
Multimodal Division Manager

[Signature] 06/20/2022
David Miley Date
General Counsel

Reviewed and Approved as to Legality and Form:

[Signature] 06/27/2022
Dawn Sullivan Date
Deputy Director

STATUS VERIFICATION SYSTEM AFFIDAVIT

State of Oklahoma)
)
County of Cleveland)

Affiant, Darrel Pyle , of lawful age, and having been first duly sworn, on oath states:

1. Affiant is the duly authorized agent of the City of Norman (contractor). Affiant is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the procurement of this contract;
2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. §1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.



Affiant

6-7-22

Date

Darrel Pyle

Printed Name

City Manager

Title

STATUTORY AFFIDAVIT

State of Oklahoma)
)
County of Cleveland)

Affiant, Darrel Pyle , of lawful age, and having been first duly sworn, on oath states:

1. That I am the duly authorized agent of the City of Norman (contractor) to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract, 74 OS §85.22.
2. That neither the Contractor nor anyone subject to the Contractors direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract to which this statement is attached, 74 OS §85.22.
3. That no person who has been involved in any manner in the development of this Agreement while employed by the Oklahoma Department of Transportation shall be employed to fulfill any of the services provided for under this contract, 74 OS §85.42.
4. That, to the best of my knowledge and belief, the Contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services or final product acquired by this contract, 74 OS §85.41.

FURTHER AFFIANT SAITH NOT.



Affiant

 Darrel Pyle

Printed Name

 6-7-22

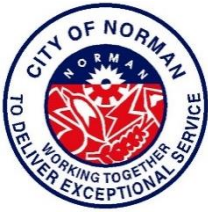
Date

 City Manager

Title

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Clint Mercer, Chief Accountant

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

BACKGROUND:

Title 85A of Oklahoma Statutes requires the City, as an employer, to provide Workers' Compensation to its employees who are injured on the job. Workers' Compensation can be provided by buying private workers' compensation insurance, applying for coverage under a state-run insurance plan (now "CompSource"), or carrying its own risk as a self-insured employer.

The City has elected to operate as a self-insured employer covering its own risk associated with workers' compensation losses at least since 1988. By electing to "self-insure," the City does not purchase insurance from an outside insurance agency but rather pays such claims as they are ordered by the Court or agreed to by the City. To make sure funds are available to compensate injured workers fairly, the City budgets annually for anticipated workers' compensation claims. The budgets are established through internal service charge "premiums" in each departmental budget based on the number of employees in the department/division. The "premiums" are then paid to the Worker's Compensation revenue account (439-371732) in the City's Risk Management Fund.

The decision of previous Councils to self-insure has been strictly a financial decision resulting in cost savings to the City. Over the years, it has been more cost effective for the City to carry its own risk of workers' compensation claims than to buy insurance coverage.

In order to self-insure, it is necessary each year for the City to complete an application to the State of Oklahoma Worker's Compensation Commission for permission to be "own risk" (i.e., self-insure) and pay a \$1,000 fee. The City's current own risk permit will expire on November 1, 2022 but application for renewal must be submitted 60 days prior to the expiration date.

DISCUSSION:

Please find included with this agenda item the City's application for permission to carry its "own risk" for Worker's Compensation (with attachments). The information contained in the

application is designed to help the Workers' Compensation Commission Administrator assess the City's ability, through budgeting of adequate reserves, to financially manage the anticipated workers' compensation claims that may be incurred over the permit period. The application asks for similar information that is requested by the Workers' Compensation Commission annually. It is anticipated the City's application will be approved by the Workers' Compensation Commission Administrator, if the Council authorizes the City to present it.

RECOMMENDATION:

It is recommended that the City Council approve this application for submission to the State of Oklahoma Workers' Compensation Commission and pay the \$1,000 fee. Funding is available in the Risk Management Fund, Other Professional Services (43330104-44099).



Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Building
1915, North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 522-3222 | wcc.ok.gov

The undersigned, an employer subject to the provisions of the Administrative Workers' Compensation Act, hereby applies for permission to carry its own risk without insurance. To enable the Workers' Compensation Commission to determine whether or not the applicant possesses sufficient financial ability to render certain the payment of any award made by the Commission, said applicant hereby states the following:

IOR INTAKE

Permit Number : IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

Employer Section

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Legal Business Name

CITY OF NORMAN

Federal Identification Number (FEIN)

73-6005350

If employer does, or has done business under another name in Oklahoma, including any trade name, list those names

Business Name

FEIN

Add

Nature of Business

Learn More

Government

Industry Classification

Learn More

Other

Physical Address

Learn More

201-C WEST GRANT STREET

Suite/apt/room

NORMAN

OK

73069

Mailing Address same as Physical Address

Oklahoma Principal Office Address same as Physical Address

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IOR INTAKE

Permit Number: IOR2021-000080 - Expiration Date: 11/01/2022

*Required Field

Contact Information

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Primary Contact Name

KATHRYN

Middle Name

WALKER

CITY ATTORNEY

Primary Contact Email

kathryn.walker@normanok.gov

Primary Contact Phone Number

(405) 366-5376

kathryn.walker@normanok.gov

Secondary Contact Name

CLINT

Middle Name

MERCER

CHIEF ACCOUNTANT

Secondary Contact Email

clint.mercer@normanok.gov

Secondary Contact Phone Number

(405) 217-7720

clint.mercer@normanok.gov

Medicare Reporting Contact

Learn More

PAMELA CHAIN

Who administers Workers Compensation Claims?

Learn More

In-house Benefits Administrator

In-house Benefits Administrator License Number

N/A

In-house Benefits Administrator Name

JEANNE

Middle Name

SNIDER

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IOR INTAKE

Permit Number: IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

General Company Information

Years in Business

+100 years

+100 years

Number of employees currently employed

1000+

1000+

Estimated payroll in Oklahoma for the next twelve (12) months

\$87,657,991

Total self insurance Net Reserves Outstanding for all years

\$687,589

Net Reserves Outstanding = Current Reserves Minus Any Expected Excess Carrier Reimbursements

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Provide the total payroll for each of the past three years. Estimates may be provided.

Year	Overall Payroll	Oklahoma Payroll
2021	\$83,440,935	\$83,440,935
2020	\$84,797,943	\$84,797,943
2019	\$79,626,862	\$79,626,862

Add Row

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel



Oklahoma Workers' Compensation Commission

Denver N. Davison Courts Bldg
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Oklahoma City, OK 73105-4918
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IOR INTAKE

Permit Number : IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

Additional Named Insureds

Previous	1	2	3	4	5	6	7	8	9	10	11	Next	Cancel
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Would the applicant employer like to request additional subsidiaries, divisions, affiliates, parent or holding company, trade names, DBA, or any other company to be named on the permit

[Learn More](#)

No

Does the applicant employer have other subsidiaries, divisions, affiliates, parent or holding company, trade names, DBA, or any other company to be excluded from the permit. Advise whether those employers/companies are included under another Own Risk License, or if workers' compensation obligations are Insured and by what Insurance Carrier Name.

No

Previous	1	2	3	4	5	6	7	8	9	10	11	Next	Cancel
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Oklahoma Workers' Compensation Commission

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IOR INTAKE

Permit Number : IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

Claim Information

Upload Oklahoma loss history for the current and past five (5) years. This information may be obtained from your former carrier(s) if previously secured workers' compensation obligations through traditional insurance. Note: An actuarial report may be requested by the Commission. Please use the template to record the losses. Download the template here. Data in a non-compliant format may lead to delays.

Provide Link here or select/drag file below

+ Select a file

City of Norman Workers' Compensation Loss History.xlsx X

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Total Self Insurance Net Reserves Outstanding for All Years of Self Insurance in Oklahoma (Net Reserves Outstanding - Current Reserves Minus Any Expected Excess Carrier Reimbursements)

\$687,589

Total Self Insured Open Cases for All Years of Self Insurance in Oklahoma

32

Estimated manual premium (may be obtained from your carrier)

\$2,143,500

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel



Oklahoma Workers' Compensation Commission

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IOR INTAKE

Permit Number : IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

Excess Insurance Details

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

Do you have excess insurance?

No

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel



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IOR INTAKE

Permit Number: IOR2021-000080 - Expiration Date: 11/01/2022

*Required Field

Appropriation Details

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Amount appropriated for workers' compensation claims current Fiscal Year

\$2,143,500

Fiscal Year Range

07/01/2022

06/30/2023

Amount appropriated for workers' compensation claims the next Fiscal Year, if available

\$XXXXX

Any other reserved funds allocated for payment of prior years' open claims

\$XXXXX

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IOR INTAKE

Permit Number : IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

Designated Service Agent

The applicant employer must designate a single agent for service of notice by filing this Designation of Service Agent form with the Commission.

Consistent with Workers' Compensation Commission Rule 810:10-1-10 or -11, once a claim for compensation is filed, the Commission will send all notices and correspondence to the designated agent, until an entry of appearance or a notice of substitution of attorney is filed as provided in Commission Rules 810:10-1-10 or -11.

The following information is required and must be amended whenever a change of service agent is made.

Designated Service Agent Company Name

KATHRYN WALKER

Agent Phone Number

(405) 366-5376

Agent Primary Contact Name

KATHRYN

Middle Name

WALKER

Agent Primary Email Address

kathryn.walker@normanok.gov

Agent Primary Contact Phone

(405) 366-5376

Agent Mailing Address

201-C West Gray Street

Suite/apt/room

Norman

OK

73069

Physical Address same as Mailing Address

Do you want to add a secondary contact?

No



IOR INTAKE

Permit Number: IOR2021-000080 - Expiration Date: 11/01/2022

*Required Field

Documentation

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

The security of public information that may be confidential is of the utmost concern to the Workers' Compensation Commission. Personally identifiable information submitted to the CaseOK system is encrypted, and all data is backed up nightly to a secure offsite server. The Data Center used to host CaseOK is a Tier 3 Data Center, offering a high level of security through multiple redundancies, power and cooling sources.

The Employer's most recent audited financial statements, including balance sheet, income statement, statement of cash flows, and notes (If the company does not have audited financial statements, unaudited financial statements signed by two company executives may be submitted)

Provide Link here or select/drag file below

+ Select a file

ACFR 12-09-2021.pdf X

Provide a signed letter on official letterhead indicating that appropriated funds are placed into a segregated fund, in compliance with Commission Rule 810-25-9-11.

Provide Link here or select/drag file below

+ Select a file

Designated Funds Letter23 PDF.pdf X

If the Employer has employees at multiple Oklahoma locations, a list of all locations, with the full address for each location.

Provide Link here or select/drag file below

+ Select a file

Proof of Excess Insurance (the most current certificate, a current certificate is required for final approval). The Workers' Compensation Commission should be listed as the Certificate Holder or Regulatory Authority.

Provide Link here or select/drag file below

+ Select a file

Loss runs for the past five years. Loss runs should contain a summary for each year, containing total \$ paid (including any expenses) and total reserve \$ outstanding. Data that identifies individual employees may be redacted. Actuarial reports are not required but are helpful if available.

Provide Link here or select/drag file below

+ Select a file

City of Norman Workers' Compensation Loss History.xlsx X

A copy of the minutes from the board meeting where the appropriated amount was approved.

Provide Link here or select/drag file below

+ Select a file

Designated Funds Letter23 PDF.pdf X

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Denver N. Davison Courts Bldg
1815, North Stiles Avenue
Oklahoma City, OK 73105-4918
(405) 528-3222 | wcc.ok.gov

IOR INTAKE

Permit Number : IOR2021-000080 - Expiration Date : 11/01/2022

*Required Field

Agreement And Signature

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* A nonrefundable \$1,000 application fee, payable to the Oklahoma Workers' Compensation Commission.

In consideration of the approval of this application, the applicant hereby expressly agrees as follows:

- a. The applicant's privilege to carry its own risk without insurance may be revoked at any time for good cause by the Workers' Compensation Commission.
- b. The applicant agrees to notify the Commission of any change in its financial condition or ownership in the interim period between applications, such as a net financial loss, which may impact the applicant's financial ability to pay its workers' compensation obligations.
- c. The applicant agrees to comply with all applicable statutes and the rules of the Workers' Compensation Commission.

Administrative Workers' Compensation Act, 85A O.S., §6(A)(1)(a): "Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: (i) obtaining any benefit or payment ... shall be guilty of a felony."

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both

Type your name here * declare under penalty of perjury that I have examined this application and all statements contained herein, and to the best of my knowledge and belief, they are true, correct and complete.

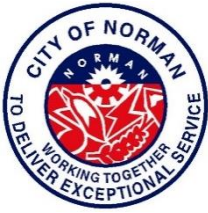
* Sign in the box below or * Upload your signature

Clear

Previous 1 2 3 4 5 6 7 8 9 10 11 Next Cancel

File Attachments for Item:

10. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FROM THE ORTHOPAEDIC AND SPORTS MEDICINE CENTER OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: City of Norman Police Department

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FROM THE ORTHOPAEDIC AND SPORTS MEDICINE CENTER OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Orthopaedic and Sports Medicine Center of Norman has donated \$1,500 to the National Night Out Community Event hosted by the Norman Police Department. In accordance with City Code, Section 8-111, any donation in excess of \$250 must be accepted by the City Council. This item is being brought forward for that purpose.

DISCUSSION:

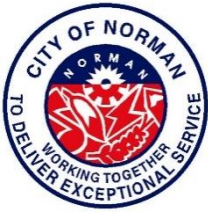
This is an unsolicited donation to cover the cost of a DJ and to defray other costs in relation to the National Night Out Event hosted by the Police Department.

RECOMMENDATION:

It is recommended the City of Norman accept the donation of \$1,500 into the Police Donations account (106-363376) and appropriate \$1,500 into the Other Supplies/Materials-Community Outreach (10660322-43136) for expenses incurred for the National Night Out Event.

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2223-1: FOR LOT 16, BLOCK 1, VILLAS AT ASHTON GROVE, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (2506 BRIXTON DRIVE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Beth Muckala, Assistant City Attorney

PRESENTER: Beth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2223-1: FOR LOT 16, BLOCK 1, VILLAS AT ASHTON GROVE, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (2506 BRIXTON DRIVE)

BACKGROUND:

An encroachment request has been filed in the office of the City Clerk by the property owner(s), Ashton Grove Development Company, LLC, requesting a Consent to Encroach into a utility easement at the above-described property.

DISCUSSION:

The application for the Consent to Encroachment concerns the encroachment upon a City of Norman and Norman Utilities Authority (NUA) utility easement for a proposed driveway. The owner(s) are requesting that the proposed driveway be allowed to encroach upon the existing utility easement located across the north side of the property.

A platted 15-foot utility easement exists along the north property line and will be encroached upon for the proposed driveway. This structure will encroach the easement by approximately 6-feet.

The applicants have obtained a response from Cox Communications and Oklahoma Natural Gas who indicated that they have facilities located in the easement; however, they are not opposed to the encroachment so long as the owner abides by the certain requirements as indicated in #6 - #8 below. AT&T Oklahoma and Oklahoma Electric Cooperative did not indicate that they have existing facilities in the easement and they are not opposed to the encroachment. The area is not serviced by Oklahoma Gas & Electric.

Staff has reviewed the application and the “hold harmless” clauses. From a legal perspective, it protects the City/NUA concerns with respect to damage to the property owners’ property should the City and the NUA or other authorized entity be required to perform work within its easement. There are some conditions applied to this Consent to Encroachment as listed below:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's utilities or infrastructure caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any driveway, structure, paving, curb, retaining wall, landscaping, and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any driveway, structure, paving, curb, retaining wall, landscaping, or any other item after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement area;
6. Cox Communications and Oklahoma Natural Gas do not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. AT&T Oklahoma and Oklahoma Electric Cooperative also do not object. The area is not serviced by Oklahoma Gas & Electric;
7. By encroaching on said easement, the Owner Parties release Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement area; and
8. Damages to Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The benefit to having the consent to encroach on file is that it is evidence of the property owners' understanding that, while the City and the NUA is allowing them to encroach upon the easement, the City and the NUA are not liable and will not be responsible for damage to the property owners' property in the event maintenance has to be performed within the easement.

All necessary City departments have responded on this item and have no objection to the proposed Consent Agreement and Covenant, with the conditions stated therein. Please note that this Consent Agreement and Covenant concerns only the City's consent to encroach where a project is otherwise permissible under City Code. Further evaluation will occur once such an application has been submitted by applicants relating to this project.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach, EN-2223-1, for Council consideration.

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2223-1

WHEREAS, the City of Norman and the Norman Utilities Authority (NUA), Cleveland County, are in possession of a utility easement on the land described as follows, to-wit:

Lot 16, Block 1, Villas at Ashton Grove, Section 1, City of Norman,
Cleveland County, Oklahoma (2506 Brixton Drive)

AND WHEREAS, the owner(s) of the above-described property requests that a proposed driveway be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the proposed driveway being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said proposed driveway being within and upon the utility easement with the following conditions:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's utilities or infrastructure caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any driveway, structure, paving, curb, retaining wall, landscaping and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any driveway, structure, paving, curb, retaining wall, landscaping, or any other item after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement area;
6. Cox Communications and Oklahoma Natural Gas do not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. AT&T Oklahoma and Oklahoma Electric Cooperative also do not object. The area is not serviced by Oklahoma Gas & Electric;
7. By encroaching on said easement, the Owner Parties release Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

- 8. Damages to Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the proposed driveway as indicated in the application being located within the utility easement and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easement. Further, this Consent is given with the understanding that the Owner Parties are responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easement as required at any time in the future.

The City and the NUA, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City and the NUA, or any other entity so authorized, upon said utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any drainage and/or utility located within the said easement.

This Consent carries with it obligations and benefits affecting the land, and constitutes a covenant running with the land, shall be binding upon the Owner Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 23rd day of August, 2022.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

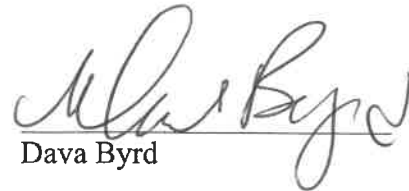
Mayor

City Clerk

OWNER:



Rick Byrd



Dava Byrd

COUNTY OF CLEVELAND)
) ss:
STATE OF OKLAHOMA)

On this 19th day of August, 2022, before me personally appeared Rick and Dava Byrd, Managers, Byrd Building, to me known to be the Owner Parties and the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Lou Ellen Usry
Notary Public

My Commission Expires _____
My Commission Number _____





office memorandum

DATE: August 5, 2022

TO: Kathryn Walker, City Attorney
 Rone Tromble, Administrative Technician IV
 Ken Danner, Subdivision Development Manager
 Nathan Madenwald, Utilities Engineer
 Jane Hudson, Director of Planning and Community Development

FROM: Brenda Hall, City Clerk *BH ley h&U*

SUBJECT: Request for Consent to Encroachment No. 2223-1

I am in receipt of an encroachment request for permission to encroach on a utility easement located at 2506 Brixton Drive for construction of a driveway. The application fee has been paid. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and ordinance, if needed, to my office in order that it may be scheduled as an agenda item.

At the time the encroachment was filed on May 11, 2022, the property had not been platted and the request was being held. The property has now been platted and the encroachment request is moving forward.

This item will be scheduled as an agenda item on August 23, 2022, and the information must be received in my office by August 15, 2022. If there is a problem in meeting that timeframe, please advise.

smr
 attachments

BYRD BUILDING

May 10, 2022

City of Norman
201 West Gray, Bldg A
Norman, Oklahoma 73069

Attn.: Ken Danner
Development Coordinator

Reference: Drainage Easement Encroachment Request
2506 Brixton Dr.

Dear Mr. Danner,

Byrd Building requests consent to encroach for a driveway in the 15' ^{U/E KD} D/E at the NE area of the site. The driveway will encroach into the 15' ^{U/E KD} D/E approximately 6'-0" per the site plan.

I have attached a site plan.

I have discussed this request for the consent to encroach with Nathan Madenwald. He has requested documentation of how we would prep the area to ensure future settling of the area in question. I have spoke to Cark Hendrix of H&H Plumbing and Utilities, Inc. and Aaron Parker of Silverstar Construction. H&H Plumbing and Utilities, Inc installed the ^{Sanitary Sewer} ~~drainage~~ pipe and ^{KD} Silverstar is the civil contractor for the Villa Phase of Ashton Grove. Both indicated to proof roll the area and document accordingly. Please see attached images as it has passed the proof roll test. We will also remove 2'-0" of affected area and install/ compact gravel. The concrete will be 5" thick and reinforced with 1/2" rebar spaced at 2'-0" oc. each way.

Please accept our \$400.00 check and this letter as our request for the encroachment of reference.

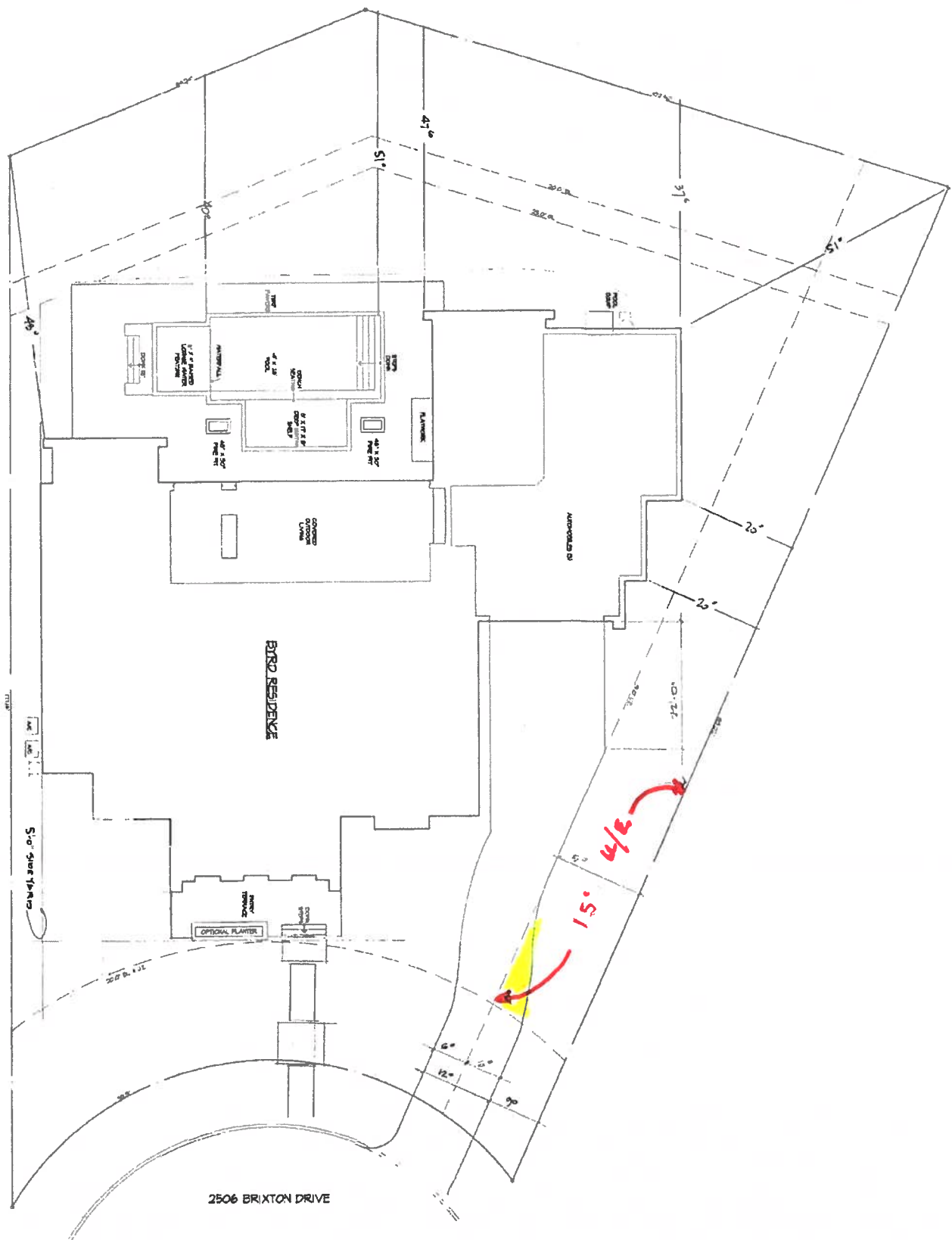
Attachment – 2506 Site Plan

Sincerely,



Rick Byrd
Byrd Building

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/11/22



SITE PLAN - PROPOSED CITY SET.
SCALE: 1/8" = 1'-0"
DATE: 10/1/07
LUT & ASSOC., INC.
ARCHITECTS
LUT & ASSOC., INC.
LUT & ASSOC., INC.



TO: Beth Muckala, Assistant City Attorney

FROM: Logan Hubble, Planner I

DATE: August 12, 2022

SUBJECT: Consent to Encroach No. 2223-1
Lot 16, Block 1
Villas at Ashton Grove, Section 1, a PUD
2506 Brixton Drive

Planning and Community Development Staff does not object to the 6' encroachment of a driveway on a platted 15' UE at this site. Public Works/Engineering Staff will obtain responses from the utility companies. Utilities Department will respond to and City utilities located within the easement.

This request does not violate any building setback or coverage requirements within the Zoning Ordinance.

Since there are no zoning violations associated with the consent to encroach request, Planning Staff does not object to the request.

cc: Jane Hudson, Planning Director
Brenda Hall, City Clerk


office memorandum



office memorandum

DATE: August 11, 2022

TO: Beth Muckala, Assistant City Attorney



FROM: Ken Danner, Subdivision Development Manager 

SUBJECT: Consent to Encroach No. 2223-1
 Lot 16, Block 1,
 Villas at Ashton Grove Section 1, a PUD
 2506 Brixton Drive

Public Works/Engineering staff does not oppose the proposed driveway encroaching into a fifteen- foot (15') utility easement. The location of the drive approach does not violate City standards. We do yield to the Utilities Department regarding any possible sanitary sewer mains that might be located within the easement. The City and /or utility companies should be held harmless in the course of maintaining their facilities if any are located within the utility easement. Attached are responses from the utility companies.

If you have further questions, please feel free to contact me.

KD

Reviewed by: Scott Sturtz, City Engineer 
 Reviewed by: Shawn O'Leary, Director of Public Works 

cc: Brenda Hall, City Clerk
 Chris Mattingly, Director of Utilities
 Jane Hudson, Director of Planning and Community Development



August 10, 2022

City of Norman
201-A West Gray Street
Norman, OK 73069

Attn: Ken Danner

RE: Revocable Permit –Letter of No Objection for 2506 Brixton Drive Norman OK

Cox Communications has no objection to the City of Norman granting a revocable permit to construct a concrete driveway that will encroach in the right-of-way or public easement for the property located at 2506 Brixton Drive Norman OK. Please be advised that Cox Communications does have an underground facility in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to email OKCROW@cox.com.

Sincerely,

Tara Eppler

Tara Eppler
Cox Communications
Land use Contactor
tara.eppler@cox.com

Ken Danner

From: Wes White <wwhite@okcoop.org>
Sent: Wednesday, August 10, 2022 6:28 AM
To: Ken Danner
Subject: EXTERNAL EMAIL : RE: [External]Consent to Encroach for 2506 Brixton Drive - Villas at Ashton Grove Section 1, a PUD

Oklahoma Electric Cooperative has **no objection** to the consent to encroach a portion of a 15' utility easement located at 2506 Brixton Drive, Lot 16, Block 1, Villas at Ashton Grove Section 1. Let me know if you need anything else.

Thanks,
Wes

Wesley White

Manager of Field Design
Oklahoma Electric Cooperative

405.217.6617
wwhite@okcoop.org
www.okcoop.org
2520 Hemphill Dr | PO Box 1208
Norman, OK 73070

From: Ken Danner <Ken.Danner@NormanOK.gov>
Sent: Monday, August 8, 2022 8:03 AM
To: 'CILKE, CARRIE L' <cc3527@att.com>; 'pd7342@att.com' <pd7342@att.com>; 'mel.garner@cox.com' <mel.garner@cox.com>; 'CCI CEN - OKC ROW' <okcrow@cox.com>; Wes White <wwhite@okcoop.org>; baileyjtj@oge.com; 'Hill, Marti L.' <Marti.Hill@onegas.com>; drew.nixon@onegas.com
Cc: Rick Byrd <oucontractor@gmail.com>; Ellen Usry <Ellen.Usry@NormanOK.gov>; Sarah Encinias <Sarah.Encinias@NormanOK.gov>; Jack Burdett <Jack.Burdett@NormanOK.gov>
Subject: [External]Consent to Encroach for 2506 Brixton Drive - Villas at Ashton Grove Section 1, a PUD

[EXTERNAL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

The applicant has made a request to encroach a portion of a 15' utility easement located at 2506 Brixton Drive, Lot 16, Block 1, Villas at Ashton Grove Section 1. The proposal is a concrete driveway. Site plan shows the encroachment. Please respond as soon as possible so that the building permit application will not be held up for a lengthy period of time. This will take City Council action. Thanks for your cooperation.

Thanks



Ken Danner
Subdivision Development Manager
City of Norman
201-A West Gray Street
Norman, OK 73069
405-366-5458 (Office)
405-366-5418 (Fax)



AUGUST 8, 2022

KEN DANNER, DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

RE: Applicant: Rick Byrd
Request to encroach into a fifteen foot (15') utility easement along north side of lot
Location: 2506 Brixton Drive
Legal: Part of Lot 16, Block 1, Villas At Ashton Grove, Section 1
Encroachment No. 2122-3

Mr. Danner;

Oklahoma Gas and Electric Company (OG&E) has reviewed the request by the property owner at 2506 Brixton Drive in Norman.

OG&E has not yet installed our underground facilities in this addition. However, our records show we will have no facilities in this utility easement. OG&E has no objection to granting the above requested encroachment.

If you have any questions, or if I can provide you with any other information, please contact me at (405) 553-5174.

Sincerely,

A handwritten signature in black ink that reads "Timothy J. Bailey". The signature is written in a cursive style.

Timothy J. Bailey
Right-Of-Way Agent



5848 E 15th St
Tulsa, OK 74114
918-831-8371 oklahomanaturalgas.com

August 8, 2022

Ken Danner
Subdivision Development Manager
City of Norman
201-A West Gray Street
Norman, OK 73069

RE: 2506 Brixton Drive - Villas at Ashton Grove Section 1, a PUD
Revocable Permit

Letter of No Objection

Dear Mr. Danner,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. (“ONG”) has no objection to the City of Norman granting a revocable permit to Byrd Building that will encroach the easement 2506 Brixton Drive, Lot 16, Block 1, Villas at Ashton Grove Section 1. Please be advised that ONG has underground/aboveground facilities in the area. If you need our facilities relocated to accommodate your excavation or construction, ONG will provide you a cost estimate.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours for exact location of our facilities. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Sincerely,

Marti Hill

Marti Hill
Project Designer III

Ken Danner

From: LATHROP, SIMON P <sl4915@att.com>
Sent: Monday, August 08, 2022 2:19 PM
To: CILKE, CARRIE L
Cc: Ken Danner
Subject: EXTERNAL EMAIL : RE: Consent to Encroach for 2506 Brixton Drive - Villas at Ashton Grove Section 1, a PUD

Ken,

AT&T has no issue with this request.....

Simon Lathrop

Mgr. OSP Planning & Engineering Design
 AT&T OKLAHOMA
 405-338-5406
sl4915@att.com

From: CILKE, CARRIE L <cc3527@att.com>
Sent: Monday, August 8, 2022 10:35 AM
To: LATHROP, SIMON P <sl4915@att.com>
Subject: RE: Consent to Encroach for 2506 Brixton Drive - Villas at Ashton Grove Section 1, a PUD

Good morning Simon,

Please see the attached Encroachment request at 2506 Brixton Dr. Can you please reply to Ken Danner at Ken.Danner@normanok.gov and CC me with your response.

Thanks and have a good day!

Carrie Cilke

Manager ROW (KC Metro KS, MO & OK)
 2121 E 63rd Street
 Building C, Room C1NE6
 Kansas City, MO 64130
 (816) 772-0465



From: Ken Danner <Ken.Danner@normanok.gov>
Sent: Monday, August 8, 2022 8:03 AM
To: CILKE, CARRIE L <cc3527@att.com>; DESPAIN, PAUL E <pd7342@att.com>; 'mel.garner@cox.com' <mel.garner@cox.com>; 'CCI CEN - OKC ROW' <okcrow@cox.com>; 'wwhite@okcoop.org' <wwhite@okcoop.org>; baileyjtj@oge.com; 'Hill, Marti L.' <Marti.Hill@onegas.com>; drew.nixon@onegas.com



Date: August 8, 2022

To: Brenda Hall, City Clerk

From: Rachel Croft, Staff Engineer *RC*

Subject: Consent to Encroach 2122-3
(2506 Brixton Dr – Block 1, Lot 16, Villas at Ashton Grove, Section 1)

Platted utility easements lie along the north and west sides of the subject property. The applicant is requesting encroachment into the north 15-foot utility easement.

An 8-inch waterline will be located on the east side of the property in the existing right-of-way and an 8-inch sanitary sewer line runs along the north side of the property within the 15-foot utility easement.

The Norman Utilities Authority (NUA) objects to all encroachments in utility easements. However, if the applicant agrees to the following requirements with consent document filed of record on the property for the duration that the encroachment is in place, NUA staff will not oppose a recommendation for approval:

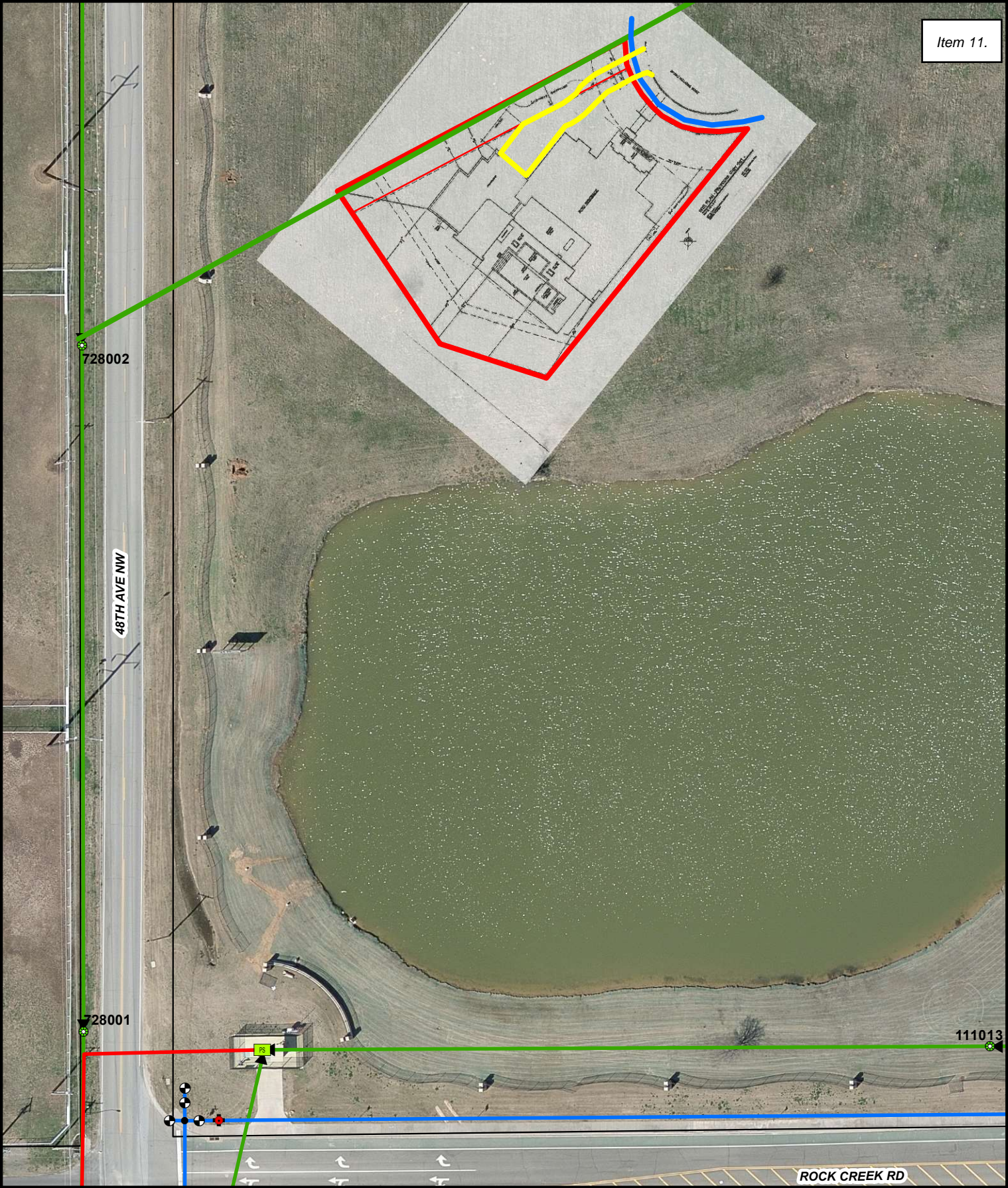
1. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation or other construction activities conducted by the property owner or his agents.
2. The property owner will be responsible for the cost the City incurs to remove any improvements or structure if needed to maintain, repair, or install NUA facilities.
3. The property owner will be responsible for the cost to repair or replace any improvements or structure after such repairs.
4. The property owner will waive and release any claims against the City for any damages to the residence and related improvements caused by failure or repair, maintenance, and installation of the City's utilities within the easement area.

Please advise if questions arise.

Attachments: Map of Water and Sewer Infrastructure and Proposed Encroachment
August 5, 2022 Consent to Encroachment No. 2122-3 Memo from City Clerk
Engineering Plans for Villas at Ashton Grove Sec. 1 Addition – Sewer
Engineering Plans for Villas at Ashton Grove Sec. 1 Addition – Water
Final Plat – Villas at Ashton Grove Sec. 1

cc: Ken Danner
Kathryn Walker
Beth Muckala
Sarah Encinias
Chris Mattingly
Nathan Madenwald
Utilities Folder

office memorandum

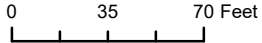


2506 Brixton Dr - Conccent to Encroach 2122-3



Map Produced by the City of Norman
Geographic Information System.

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



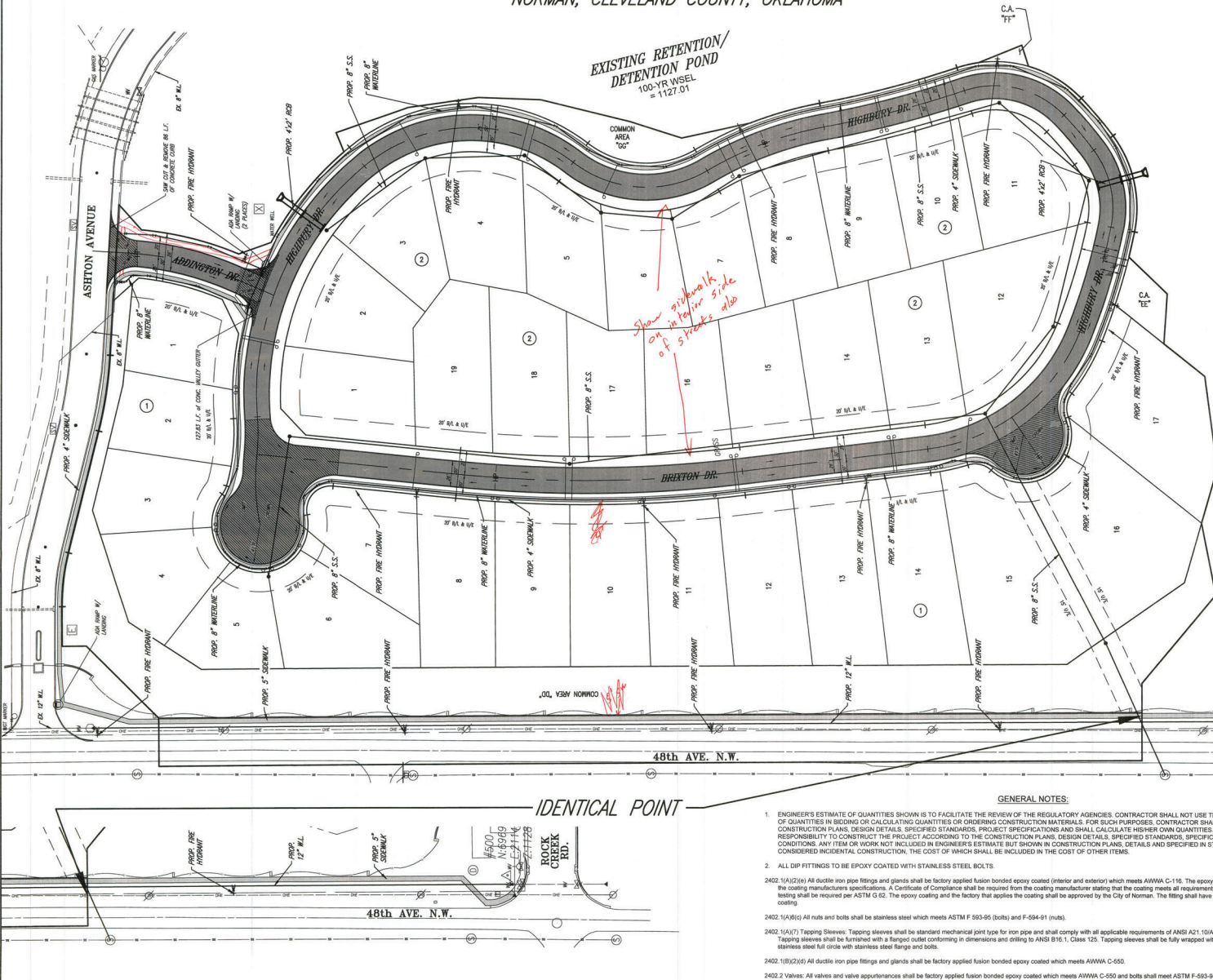
August 8, 2022



Legend

- + WHydrants
- WMains
- ⊗ SManholes
- > SGravityMain
- PS SLiftStation
- > SForceMain

PAVING, WATER & DRAINAGE LOCATION PLAN
VILLAS AT ASHTON GROVE, SECTION 1
 A PART OF THE S.W. 1/4 OF SECTION 15, T9N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA



PAVING QUANTITIES

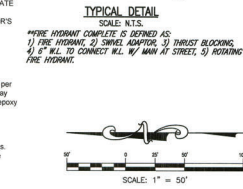
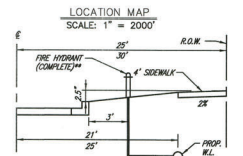
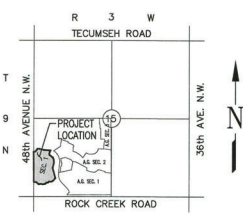
QUANTITY	UNIT	DESCRIPTION
1618	LF	4" WIDE SIDEWALK (DEVELOPER INSTALLED)
1588	LF	5" WIDE SIDEWALK (DEVELOPER INSTALLED)
3	EA	ADA RAMP & LANDING
5026	LF	6" CURB & GUTTER
7561	SY	2" TYPE 'SS' ASPHALTIC CONCRETE
7561	SY	4" TYPE 'S3' ASPHALTIC CONCRETE
9235	SY	6" MODIFIED SURGRADE (1.4% C&D)
88	LF	SAW CUT & REMOVE EX. CURB & GUTTER
1	LS	EXCAVATION AND GRADING
1	LS	EROSION CONTROL

WATER QUANTITIES

QUANTITY	UNIT	DESCRIPTION
1540	LF	12" WATERLINE (PVC C-300 DR 18)
2918	LF	8" WATERLINE (PVC C-300 DR 18)
2	EA	CONNECT TO EX. 12" WATERLINE
2	EA	CONNECT TO EX. 8" WATERLINE
1	EA	12" GATE VALVE & BOX
3	EA	8" GATE VALVE & BOX
13	EA	6" GATE VALVE & BOX
5	EA	12" x 6" TEE
2	EA	8" x 6" TEE
8	EA	8" x 6" TEE
18	EA	8" x 11 1/4" BEND
31	EA	8" x 22 1/2" BEND
3	EA	8" x 45" BEND
15	EA	FIRE HYDRANT
15	EA	FIRE HYDRANT RISER
17	EA	SINGLE SHORT SERVICE (SSS)
19	EA	SINGLE LONG SERVICE (SLS)
4458	LF	DETECTOR WIRE (#12 COPPER WIRE)
1489	TON	TYPE 'A' AGGREGATE

STORM SEWER QUANTITIES

QUANTITY	UNIT	DESCRIPTION
101	LF	4'x2" RCB
1	EA	DES. 2-2 INLET WITH 2 EXTRA GRATES (4 GRATES @ 6" SPACING)
2	EA	HEADWALL FOR 4'x2" RCB
49	LF	4'W x 4'3" CONC. OVERFLOW FLUME
2	EA	3" CUT OFF WALL
87	TON	TYPE 'A' AGGREGATE
49	SY	FLEXMAT



**VILLAS AT ASHTON GROVE,
SECTION 1**
**48th AVE. N.W. &
ROCK CREEK RD.
NORMAN, OKLAHOMA**

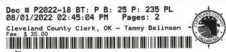
SMG
 Consulting Engineers, P.C.
 1415 W. 10th St., Suite 200
 Norman, Oklahoma 73069
 Phone: (405) 771-0000
 Fax: (405) 771-0001
 Website: www.smg-engineers.com
 LICENSE NO. 12282
 REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF OKLAHOMA

PROJECT NO. 0303.01
 DATE: 11/20/20
 SCALE: 1" = 4'
 DRAWN BY: JC
 ENGINEER: Christopher D. Anderson
 P.E. NUMBER: 12282

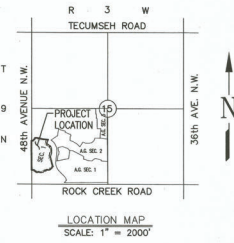
**PAVING, WATER &
DRAINAGE
LOCATION PLAN**

SHEET NO.
5

FINAL PLAT
VILLAS AT ASHTON GROVE, SECTION 1
A PLANNED UNIT DEVELOPMENT
A PART OF THE S.W. 1/4, SECTION 15, T9N, R3W I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



#18
STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
APR 22 2023
TANNY BELLINSON
Clerk
PAUL M. M... Deputy



OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, ASHTON GROVE DEVELOPMENT COMPANY, L.L.C., an Oklahoma Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development, a subdivision of a part of the S.W. 1/4, SECTION 15, T9N, R3W of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development. The undersigned does hereby create as private streets for the use of the owners of Lots in VILLAS AT ASHTON GROVE, SECTION 1, those areas designated "private street" on the face of said plat, and dedicates all easements for drainage and utility purposes shown on said annexed plat to the use of the public for drainage and utility purposes, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate. All streets and Common Areas to be dedicated for ownership, use and maintenance by the Ashton Grove Master Association, Inc. In Witness Whereof the undersigned have caused this instrument to be executed this 26th day of May, 2022.

ASHTON GROVE DEVELOPMENT COMPANY, L.L.C., an Oklahoma Limited Liability Company
Hossein Forzaneh, MANAGER

STATE OF OKLAHOMA s.s.
COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of May, 2022, personally appeared Hossein Forzaneh as manager of ASHTON GROVE DEVELOPMENT COMPANY, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of ASHTON GROVE DEVELOPMENT COMPANY, L.L.C., an Oklahoma Limited Liability Company, for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.
My Commission Expires: 6/3/2025

Notary Public Seal: Notary Public

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development, a subdivision of a part of the S.W. 1/4, SECTION 15, T9N, R3W of the Indian Meridian to Norman, Cleveland County, Oklahoma appears to be vested in ASHTON GROVE DEVELOPMENT COMPANY, L.L.C., an Oklahoma Limited Liability Company, on this 25th day of July, 2022, unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.
Executed this 25th day of July, 2022

Old Republic Title
Shirach Langard - VP

CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE

I, Skema O'Leary, Chairman of the City of Norman Development Committee certify that the public improvement plans and final plat comply with the standards and specifications of the City of Norman on this 8th day of April, 2022.
Development Committee Chairman

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development, Norman, Oklahoma are hereby accepted.
Signed by the Mayor of the City of Norman, Oklahoma this 21st day of May, 2022.
Branda Hall, Mayor

CERTIFICATE OF CITY CLERK

I, Branda Hall, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmaturing installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development, to the City of Norman, Oklahoma.
Signed by the City Clerk on this 21st day of May, 2022.
Branda Hall, City Clerk

COUNTY TREASURER'S CERTIFICATE

I, Jim Reynolds, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 2021, and all prior years on the land shown on the annexed plat of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.
IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this 22 day of July, 2022.
Jim Reynolds, Deputy County Treasurer

LICENSED LAND SURVEYOR

I, Doug R. Alford, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of VILLAS AT ASHTON GROVE, SECTION 1, a planned unit development, an addition to the City of Norman, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the 10th day of May, 2022, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section, 41-108 of the Oklahoma State Statutes.

Accurate Points Surveying, L.L.C.
2119 Riverwalk Dr. #162
Moore, OK 73160
PH: (405) 735-2810

Doug R. Alford, Licensed Land Surveyor No. 1623
OKLAHOMA CERTIFICATE OF AUTHORIZATION No. 6333 (LS) EXPIRES June 30, 2022

STATE OF OKLAHOMA s.s.
COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State on this 10th day of May, 2022, personally appeared Doug R. Alford, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.
My Commission Expires: 6-1-2023

Notary Public Seal: Notary Public

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.



Date: May 9, 2022
SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
PH: (405) 232-7715
Oklahoma CA#484 Exp. 6/30/2023

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER...

CURVE TABLE

Table with columns for CURVE NO., BEARING, DISTANCE, BEARING, DISTANCE, BEARING, DISTANCE. Lists curve data for the project.

LINE TABLE

Table with columns for LINE NO., BEARING, DISTANCE, BEARING, DISTANCE. Lists line data for the project.

FINAL PLAT VILLAS AT ASHTON GROVE, SECTION 1 A PLANNED UNIT DEVELOPMENT A PART OF THE S.W. 1/4, SECTION 15, T9N, R3W I.M. NORMAN, CLEVELAND COUNTY, OKLAHOMA

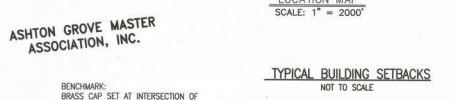
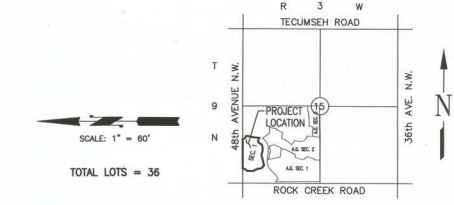
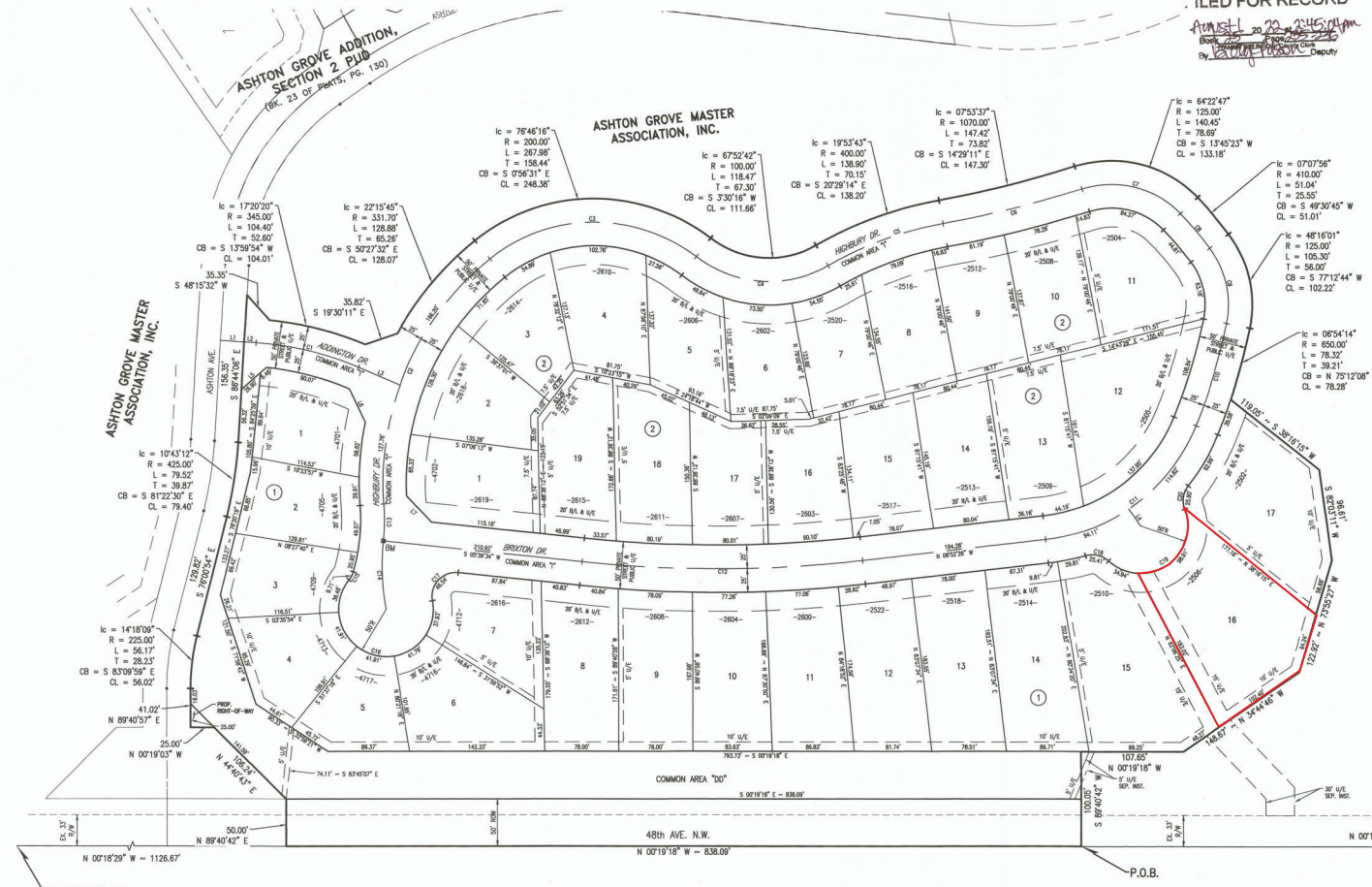
Doc # P2022-18 BT, P. B.: 25 P.: 235 PL. 08/01/2022 02:45:04 PM Page: 2. Cleveland County Clerk, OK - Tanny Bellmon

FILED FOR RECORD. ASHTON GROVE MASTER ASSOCIATION, INC. 2022 AUG 9 10:25 AM BY: TANNY BELLMON, CLERK

LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter (S.W. 1/4) of Section Fifteen (15), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the Southwest corner of said S.W. 1/4, THENCE North 07°19'18" West along the West line of said S.W. 1/4 a distance of 675.37 feet to the POINT OF BEGINNING; THENCE continuing North 07°19'18" West along said West line a distance of 838.02 feet; THENCE North 89°40'57" East a distance of 50.00 feet; THENCE North 44°40'43" East a distance of 106.24 feet; THENCE North 07°19'03" East a distance of 25.00 feet; THENCE North 89°40'57" East a distance of 41.02 feet to a point of curvature; THENCE around a curve to the right having a radius of 225.00 feet (said curve subtended by a chord which bears South 83°09'59" East, a distance of 56.02 feet and an arc length of 56.17 feet); THENCE South 70°02'54" East a distance of 129.82 feet to a point of curvature; THENCE around a curve to the left having a radius of 425.00 feet (said curve subtended by a chord which bears South 81°23'30" East, a distance of 79.40 feet and an arc length of 79.52 feet); THENCE South 89°44'04" East a distance of 156.25 feet; THENCE South 81°15'22" West a distance of 35.35 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 345.00 feet (said curve subtended by a chord which bears South 17°09'54" West, a distance of 104.01 feet) and an arc length of 104.40 feet; THENCE South 19°30'11" East a distance of 35.82 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 331.70 feet (said curve subtended by a chord which bears South 57°27'32" East, a distance of 128.07 feet) and an arc length of 128.88 feet; THENCE around a compound curve to the right having a radius of 200.00 feet (said curve subtended by a chord which bears South 07°05'31" East, a distance of 248.38 feet) and an arc length of 257.88 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 100.00 feet (said curve subtended by a chord which bears South 07°19'18" West, a distance of 111.68 feet) and an arc length of 118.47 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 400.00 feet (said curve subtended by a chord which bears South 20°29'14" East, a distance of 136.20 feet) and an arc length of 136.30 feet; THENCE around a reverse curve to the left having a radius of 100.00 feet (said curve subtended by a chord which bears South 14°29'11" East, a distance of 147.30 feet) and an arc length of 147.42 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 125.00 feet (said curve subtended by a chord which bears South 13°42'23" West, a distance of 133.18 feet) and an arc length of 140.45 feet; THENCE around a compound curve to the right having a radius of 410.00 feet (said curve subtended by a chord which bears South 49°30'45" West, a distance of 51.01 feet) and an arc length of 51.04 feet; THENCE around a compound curve to the right having a radius of 125.00 feet (said curve subtended by a chord which bears South 77°12'44" West, a distance of 102.22 feet) and an arc length of 103.30 feet; THENCE around a compound curve to the right having a radius of 650.00 feet (said curve subtended by a chord which bears North 75°12'08" West, a distance of 78.28 feet) and an arc length of 78.32 feet; THENCE South 38°18'15" West a distance of 119.05 feet; THENCE South 82°03'11" West a distance of 98.61 feet; THENCE North 73°02'27" West a distance of 122.82 feet; THENCE North 34°44'48" West a distance of 148.07 feet; THENCE North 07°19'18" West a distance of 107.65 feet; THENCE South 89°40'57" West a distance of 100.05 feet to the POINT OF BEGINNING. Soil Test contains 15.35 acres, more or less.



ASHTON GROVE MASTER ASSOCIATION, INC. BENCHMARK: BRASS CAP SET AT INTERSECTION OF HIGHWAY DR. & BRYTON WAY ELEV. = 1130.22. NOTE: COMMON AREAS WILL BE OWNED AND MAINTAINED BY MANDATORY PROPERTY OWNERS' ASSOCIATION. SET 1/2" I.P. W/ C.A. 1489 CAP AT ALL PROPERTY CORNERS. C.A. = COMMON AREA D/E = DRAINAGE EASEMENT P/E = PEDESTRIAN EASEMENT L.N.A. = LIMITS OF NO ACCESS U/E = UTILITY EASEMENT B.L.V. = BUILDING LINE -1000 = ADDRESS. NOTE: THE REAR YARD SETBACK BUILDING LINE "R" SHALL BE APPLIED TO GARAGE STRUCTURES EXCEPT WHERE UTILITY EASEMENT EXISTS. SIDEYARD SETBACKS ON INTERIOR PROPERTY LINES ARE 5' MINIMUM UP TO 10' WITH A MINIMUM OF 14' BETWEEN BUILDINGS.

Date: May 9, 2022. S.W. COR., S.W. 1/4, SEC. 15, T9N, R3W, I.M. SMC Consulting Engineers, P.C. 815 W. Main Street Oklahoma City, OK 73106 Ph: 405.263-7715 Oklahoma CA#64 Exp. 6-30-2023. VILLAS AT ASHTON GROVE, SECTION 1 A PLANNED UNIT DEVELOPMENT FINAL PLAT SHEET 2 OF 2.

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$28,577.60 FOR A REVISED AMOUNT OF \$118,402.60 FOR THE ADA RAMP REPAIR PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$33,068.85.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O’Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$28,577.60 FOR A REVISED AMOUNT OF \$118,402.60 FOR THE ADA RAMP REPAIR PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$33,068.85.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventative Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City’s current Pavement Management System. The following streets were repaved in FYE 2022 as part of the Urban Asphalt Street Rehabilitation program:

ADDITION	STREET NAME
Classen-Miller Addition	Classen Boulevard
Parsons Addition	Flood Avenue
Oakridge Addition	Pickard Avenue
Berkley Addition	Bishops Court

Federal law requires upgrading pedestrian facilities to current ADA standards when street work is performed adjacent to those facilities. Council awarded contract K-2122-83 to Rudy Construction Company at the March 22, 2022 meeting. The contract was for replacing ADA ramps adjacent to the asphalt paving work. The start date of the project was postponed to allow construction when the University of Oklahoma was not in session. Rudy Construction Co. completed the work efficiently and satisfactorily.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used. On a project like this, we often proceed without a formal design, and lay out the new ramps in the field after removal of the existing ramps to meet field conditions. This saves considerable time and expense because formally designing ADA ramps requires detailed survey data and ramps are typically required to be adjusted in the field. However, it increases the chance of quantity estimates not being representative of field conditions.

Of the eighteen (18) bid items, fourteen (14) items had a quantity change. Seven (7) quantity changes resulted in increased cost, while seven (7) quantity changes resulted in decreased cost, for an overall net contract increase of \$28,577.60 or 31.8%. On this particular set of ADA ramps, much more concrete was necessary to install compliant ramps than was removed from the old ramps. In addition, more removals were required to achieve compliant grades. The contract increased from \$89,825 to \$118,402.60 (please see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases). Funds for this change order are available in the Street Maintenance Bond program as remaining funds in the FYE 2022 the Urban Asphalt Street Rehabilitation program.

This project installed 30 ADA ramps at nine intersections. In some cases, a single ramp was replaced with two directional ramps. Current ADA standards require that the ramp guide pedestrians in the correct direction to cross the street.

The final payment amount owed to Rudy Construction Co. is \$33,068.85, which includes the full 5% retainage. The below identified funds will be used to address the increased cost for this project:

ADDITION	PROJECT #	ACCOUNT #	COST INCREASE
Classen-Miller Addition	BP0483	50594401-46101	\$2,738.00
Parsons Addition	BP0484	50594401-46101	\$23,189.60
Berkley Addition	BP0486	50594401-46101	\$2,650.00
TOTAL:			\$28,577.60

RECOMMENDATION 1:

Staff recommends that Change Order No. 1, increasing Contract K-2122-83 for the ADA Ramp Repair, FYE 2022 Locations project with Rudy Construction Company by \$28,577.60 from \$89,825 to \$118,402.60 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the ADA Ramp Repair, FYE 2022 Locations project, Contract K-2122-83 and final payment to Rudy Construction Co. be approved in the amount of \$33,068.85.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: July 28, 2022

CONTRACT NO.: K-2122-83

SUBMITTED BY: Joseph Hill

PROJECT: FYE 2022 Street Maintenance Bond – ADA Ramp Repair, FYE 2022 Locations

CONTRACTOR: Rudy Construction Co.
P.O. Box 14575
Oklahoma City, Oklahoma 73113

ORIGINAL CONTRACT AMOUNT \$89,825.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$41,786.80	\$(13,209.20)

NET CHANGE \$28,577.60

REVISED CONTRACT AMOUNT \$118,402.60

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	FINAL QUANTITY	QUANTITY CHANGE	COST CHANGE
1	Mobilization	L.S.	1	1	0.00	\$ -
2	Traffic Control (9, 10, 11)	L.S.	1	1	0.00	\$ -
3	Undercut (2)	C.Y.	20	7.5	(12.50)	\$ (1,250.00)
4	Saw Cut Pavement Full Depth	L.F.	120	0	(120.00)	\$ (600.00)
5	Remove Concrete Sidewalk (6)	S.Y.	291	448.14	157.14	\$ 2,357.10
6	Remove Integral Curb (6)	L.F.	210	631	421.40	\$ 6,321.00
7	3000 PSI Concrete 4" Sidewalk (2, 7, 8)	S.Y.	115	374	259.00	\$16,835.00
8	3000 PSI Concrete Sidewalk Ramps (2, 7, 8)	S.Y.	186	143.88	(42.12)	\$ (6,739.20)
9	Detectable Warning Surface	S.F.	300	278	(22.00)	\$ (660.00)
10	6" Integral Curb (1, 5, 7)	L.F.	146	559	413.40	\$6,201.00
11	Adjust Valve Box	EA.	26	15	(11.00)	\$ (2,200.00)
12	Adjust Manhole Ring to Grade	EA.	4	2	(2.00)	\$ (1,400.00)
13	Repair Existing Sprinkler Head	EA.	3	0	(3.00)	\$ (360.00)
14	Repair Existing Sprinkler Line	L.F.	15	15	0.00	\$ -
15	Clean Topsoil	C.Y.	5	5	0.00	\$ -
16	Slab Sod (4)	S.Y.	50	222.22	172.22	\$ 1,722.20
17	Replace Concrete Inlet Hood	EA.	1	2	1.00	\$ 1,250.00
18	3000 PSI High Early Strength Concrete 6" Pavement (3, 7)	S.Y.	25	89.55	64.55	\$ 7,100.50
19	Remove and Relocate Traffic Sign	EA.	1	1	0.00	\$ -
	TOTAL COST CHANGE					\$ 28,577.60

CONTRACTOR: *[Signature]*

DATE: 7-29-22

ENGINEER: *[Signature]*

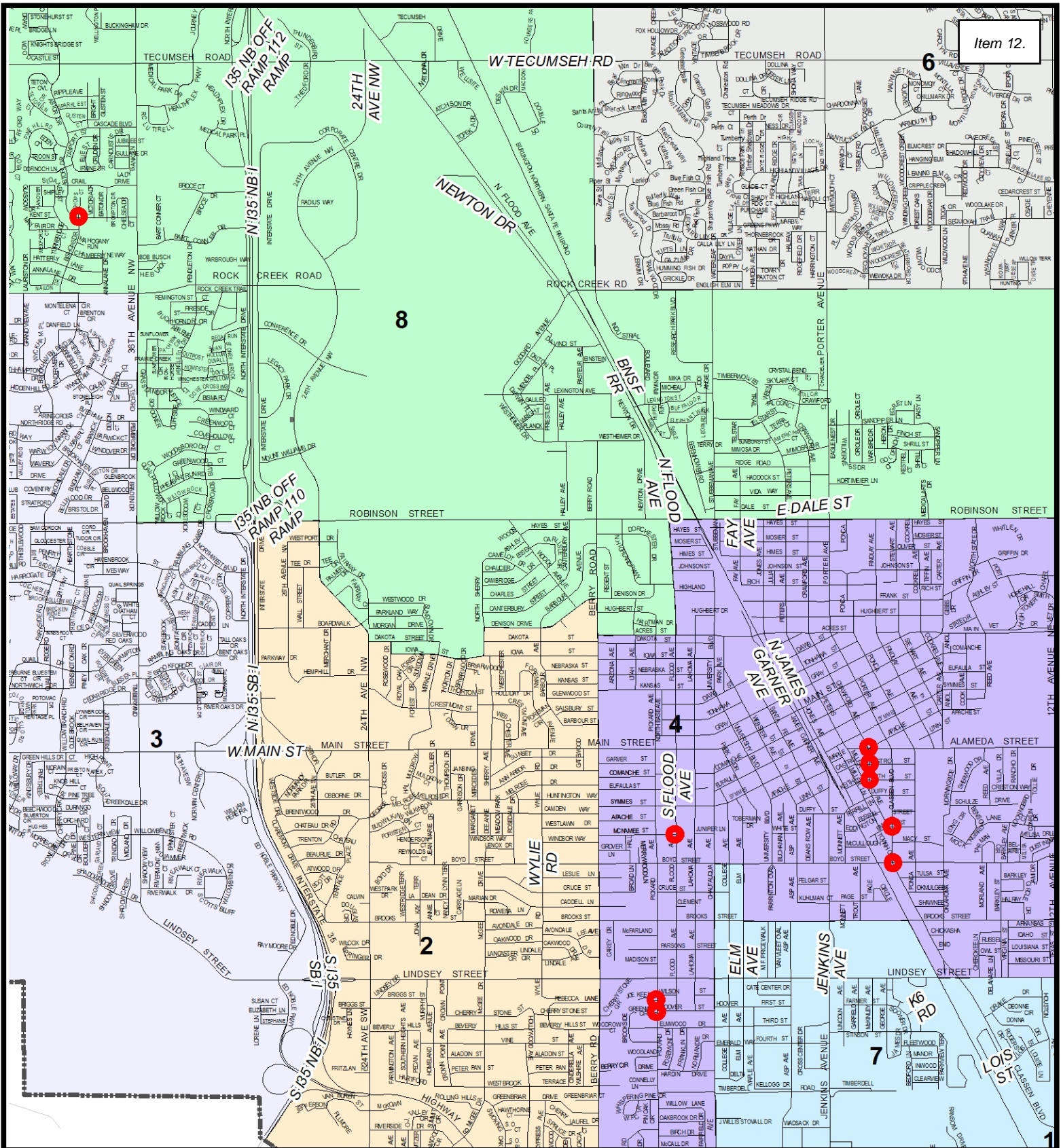
DATE: 7-29-22

CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____
(Mayor)

DATE: _____

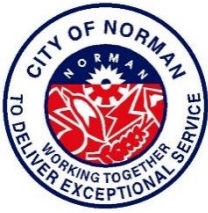


ADA Ramp Repair Locations

The City of Norman assumes no responsibility for errors or omissions in the information presented.

File Attachments for Item:

13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-5, CONTRACT K-2223-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY IN THE AMOUNT OF \$424,424, PERFORMANCE BOND B-2223-9, STATUTORY BOND B2223-10, MAINTENANCE BOND MB-2223-5 FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM, RESOLUTION R-2223-5 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/23/2023

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-5, CONTRACT K-2223-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY IN THE AMOUNT OF \$424,424, PERFORMANCE BOND B-2223-9, STATUTORY BOND B-2223-10, MAINTENANCE BOND MB-2223-5 FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM, RESOLUTION R-2223-5 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Oklahoma Department of Transportation (ODOT) is tasked by the Federal Highway Administration (FHWA) to perform Bridge Safety Inspections for all publicly owned structures greater than 20 feet in length. Inspections are performed at least once every two years to identify any critical findings, document the bridge condition and make repair recommendations if necessary. The City of Norman currently has 75 bridges requiring inspection per FHWA criteria.

On October 26, 2021, City Council approved Resolution R-2122-45, selecting H.W. Lochner, Inc. as the City of Norman's appointed Bridge Inspection Consultant to the Oklahoma Department of Transportation for compliance with the National Bridge Inspection Standards.

H.W. Lochner completed the required Bridge Safety Inspections in December 2021, and provided the inspection reports to city staff. Data obtained from the Bridge Safety Inspections were used to identify bridges that are in need of rehabilitation, maintenance, and/or replacement.

The 2021 Bridge Safety Inspection results identified 4 structurally deficient bridges, 8 functionally obsolete bridges, and 14 bridges at risk of becoming structurally deficient. Based on this data, city staff identified and ranked bridges in need of maintenance activities. This project will perform the identified maintenance activities on ten (10) bridges within the city limits that are deemed to be our highest priorities for maintenance as listed below:

- NBI No. 07175 – East Stella Road (0.3 miles west of 144th Ave. NE)
- NBI No. 25114 – East Alameda Street (0.1 miles west of S. Carter Ave.)
- NBI No. 25115 – East Alameda Street (20 feet east of S. Carter Ave.)
- NBI No. 20609 – Franklin Road (0.8 miles east of Indian Meridian Ave.)

NBI No. 28824 – 36th Avenue NW (0.6 miles south of W. Robinson St.)
 NBI No. 12331 – East Brooks Street (300 feet east of Oklahoma Ave.)
 NBI No. 10884 – 72nd Avenue SE (0.1 miles south of Cedar Lane Rd.)
 NBI No. 20084 – Crossroads Boulevard (0.2 miles east of 36th Ave. NW)
 NBI No. 10269 – 156th Ave. NE (0.3 miles south of Franklin Rd.)
 NBI No. 19348 – Franklin Road (0.2 miles west of 72nd Ave. NE)

Enclosed please find a map of the locations. Maintenance activities include repairing erosion and scour, removing debris, crack repair, joint sealing and placement of riprap. Such maintenance activities are necessary to prolong the life of the city's bridges and the investment they represent, and are vital to insure the safety of the traveling public.

DISCUSSION:

Bid documents and specifications for the FYE 2023 Bridge Maintenance Program were advertised on June 23, 2022 and June 30, 2022 in accordance with State Law. In addition to advertising bids, staff sent bid documents to forty-three (43) contractors directly, including all known contractors specializing in bridge maintenance and repair. These contractors are located in Norman and around the state of Oklahoma. Bridge maintenance of this kind is specialized work. It is not uncommon for the City to receive one or two bids for this annual project. One (1) bid was received on July 21, 2022.

The low bidder is Cimarron Construction Company of Oklahoma City, Oklahoma in the amount of \$424,424. This bid is \$35,188 or 7.7% below the Engineer's Estimate of \$459,612. Staff has carefully reviewed this bid, and believes the bid to be competitive and represents a fair price. The bid tabulation is attached.

This project will be funded from Bridge Maintenance Program, Construction (Account Org 50596687, Object 46101; Project TC0254).

If approved, construction of the FYE 2023 Bridge Maintenance Program will begin on or before September 5 2022, with an estimated completion of February 2, 2023, weather permitting.

RECOMMENDATION 1:

Staff reviewed the bids and recommends Bid 2223-5 for the FYE 2023 Bridge Maintenance Program be awarded to the low bidder, Cimarron Construction of Oklahoma City, Oklahoma, for \$424,424.

RECOMMENDATION 2:

Staff further recommends that the following contract and bonds be approved:

Contract K-2223-8
 Performance Bond B-2223-9
 Statutory Bond B-2223-10
 Maintenance Bond MB-2223-5

RECOMMENDATION 3:

Staff further recommends that Cimarron Construction Company be authorized and appointed as Project Agent via Resolution R-2223-5.

CITY OF NORMAN
Public Works Department- Engineering
Norman, Oklahoma
July 21, 2022

TABULATION OF QUOTES

The following is a tabulation of quotes received by the City of Norman for the Bridge Maintenance Program, FYE 2023 Locations Project. Funding for this project is available in the following Bridge Maintenance Program Account (Org 50596687; Object 46101).

<u>Vendors</u>	<u>Total Bid</u>
Cimarron Construction Co. (Oklahoma City, OK)	\$424,424.00
Engineer Estimate	\$459,612.00

RECOMMENDATION: The project be awarded to Cimarron Construction Co., in the amount of \$424,424.00 as the lowest and best quote to meet specifications.

City of Norman



Brandon Brooks, E.I.T.
Staff Engineer

C O N T R A C T

THIS CONTRACT made and entered into this 27 day of July, 2022 by and between Cimarron Construction Co. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2223-5 BRIDGE MAINTENANCE PROJECT, FYE 2023 LOCATIONS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Four Hundred Twenty Four Thousand Four Hundred Twenty Four (DOLLARS);

(NUMERALS) (\$ 424,424.00_____).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-2223-8
Page 1 of 4

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

BRIDGE MAINTENANCE PROJECT, FYE 2023 LOCATIONS

- a. 150 Calendar Days
 - i. 150 Calendar Days does not include weather days
 - 1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days
Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

Contract No. K-2223-8

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

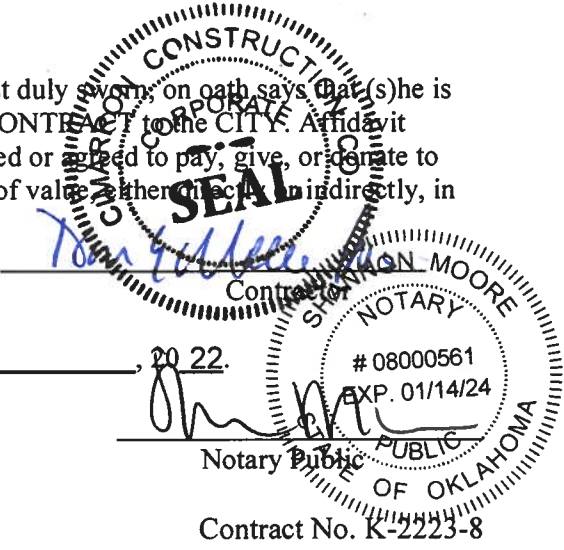
12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)


Don Noble, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Subscribed and sworn to before me this 27 day of July, 2022.



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 27 day of July 2022, and the 27 day of July, 2022.

(Corporate Seal) (where applicable)

ATTEST:
Authorized Representative
Chad Miller
Corporate Secretary (where applicable)


Principal

Signed: *Don Williams*

Title: President

Address 3501 NE 63rd St. OKC, OK 73121

Telephone: 405-728-1555



CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

Contract No. K-2223-8

CONTRACT AFFIDAVIT

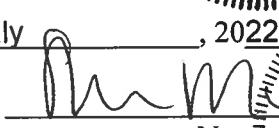
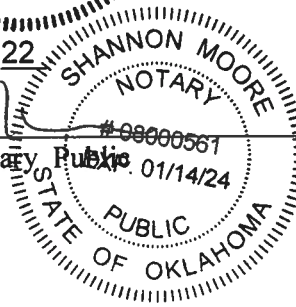
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Don Noble, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Cimarron Construction Co. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.


Contractor

Subscribed and sworn to before me this 27 day of July, 2022



Notary Public

My Commission Expires:
01-14-24

PERFORMANCE BOND Bond No: 9410659

Know all men by these presents, that Cimarron Construction Company as PRINCIPAL, and Fidelity and Deposit Company of Maryland Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Twenty Four Thousand Four Hundred Twenty Four & 00/100-- DOLLARS, (\$424,424.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-5 BRIDGE MAINTENANCE PROJECT, FYE 2023 LOCATIONS

has entered into a written CONTRACT (K-2223-8) with THE CITY OF NORMAN, dated this 23rd day of August, 2022 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 23rd day of August, 2022 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of August 23, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Chris McManis

Corporate Secretary (where applicable)



(Corporate Seal) (where applicable)

ATTEST:

Becky Killman

Becky Killman, Witness

Principal
Signed: *Don E. Noble*
Cimarron Construction Company

Title: Don E. Noble, President
Authorized Representative

Address: 3501 NE 63rd Street
Oklahoma City, OK 73121

Telephone: 405-728-1555

Surety: Fidelity and Deposit Company of Maryland

Signed: *Deborah L. Raper*
Authorized Representative

Printed: Deborah L. Raper
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, OKC, OK 73114

Telephone: 405-418-8600

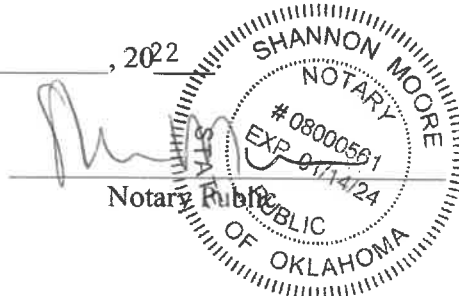
CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF OKlahoma)

The foregoing instrument was acknowledge before me this 27 day of July, 2022, by Don E Noble-President (Name and Title), of Cimarron Construction Company, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 27 day of July, 2022

My Commission Expires: 01-14-24



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 15 day of August, 2022
Chisabeth Aluchala
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

Performance Bond No. B-2223-9
Page 3 of 3

STATUTORY BOND

Bond No: 9410659

Know all men by these presents that Cimarron Construction Company as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Four Hundred Twenty Four Thousand Four Hundred Twenty Four & 00/100-- DOLLARS (\$424,424.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-5 BRIDGE MAINTENANCE PROJECT, FYE 2023 LOCATIONS

has entered into a written CONTRACT (K-2223-8) with THE CITY OF NORMAN, dated this 23rd day of August, 2022, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 23rd day of August, 2022, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 23rd day of August, 2022.

(Corporate Seal) (where applicable)

ATTEST

Chi M. M... Se
Corporate Secretary (where applicable)


Principal Cimarron Construction Company
Signed: *Don E. Noble*
Authorized Representative

Title: Don E. Noble, President

Address: 3501 NE 63rd Street

Oklahoma City, O K 73121

Telephone: 405-728-1555

Statutory Bond No. B-2223-10

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Becky Killman
Becky Killman, Witness

Surety: Fidelity and Deposit Company of Maryland

Signed: *Deborah L. Raper*
Authorized Representative

Printed: Deborah L. Raper
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, OKC, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 27th day of July, 2022, by Don E Noble-President (Name and Title), of Cimarron Construction Company, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 27th day of July



My Commission Expires: 07-14-24

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Statutory Bond No. B-2223-10
Page 2 of 3

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS, all of Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of August, 2022.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

MAINTENANCE BOND

Know all men by these presents that Cimarron Construction Company, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Six Thousand One Hundred Six & 00/100— DOLLARS (\$), such sum being no less than twenty-five percent (25%) of the contract price and being in force for a period of three years from the date of the acceptance of the below described improvements by the City Council, and thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2223-5 BRIDGE MAINTENANCE PROJECT, FYE 2023 LOCATIONS

has entered into a written CONTRACT (K-2223-8) with the CITY OF NORMAN, dated this 23rd day of August, 2022 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 25 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 23rd day of August, 2022, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 23rd day of August, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Chris McMurtry Sec.

Corporate Secretary (where applicable)



Principal Garron Construction Company

Signed: *Don E. Noble*

Authorized Representative

Title: Don E. Noble, President

Address: 3501 NE 63rd Street

Oklahoma City, OK 73121

Telephone: 405-728-1555

Surety: Fidelity and Deposit Company of Maryland

Signed: *Deborah Raper*

Authorized Representative

Printed: Deborah L. Raper

Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Avenue, OKC, OK 73114

Telephone: 405-418-8600



(Corporate Seal) (where applicable)

ATTEST: *Becky Killman*

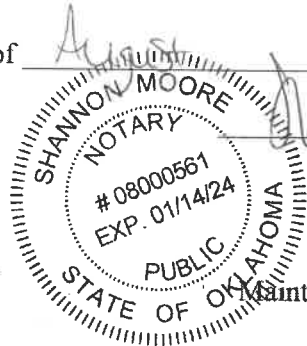
Becky Killman, Witness

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

The foregoing instrument was acknowledge before me this 12th day of August, 2022 by Don E. Noble (Name and Title), of President, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 12th day of August, 2022.



Shannon Moore
Notary Public

My Commission Expires:

01-14-2024

Maintenance Bond No. MB-2223-5

Page 2 of 3

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS, all of Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of August, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Resolution

R-2223-5

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING CIMARRON CONSTRUCTION COMPANY AS PROJECT AGENT FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Cimarron Construction Company for the FYE 2023 Bridge Maintenance Program; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Cimarron Construction Company its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Cimarron Construction Company to purchase materials which are in fact used for the FYE 2023 Bridge Maintenance Program; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Cimarron Construction Company shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 23rd day of August, 2022, did appoint Cimarron Construction Company who is involved in the FYE 2023 Bridge Maintenance Program, as an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 2023 Bridge Maintenance Program.

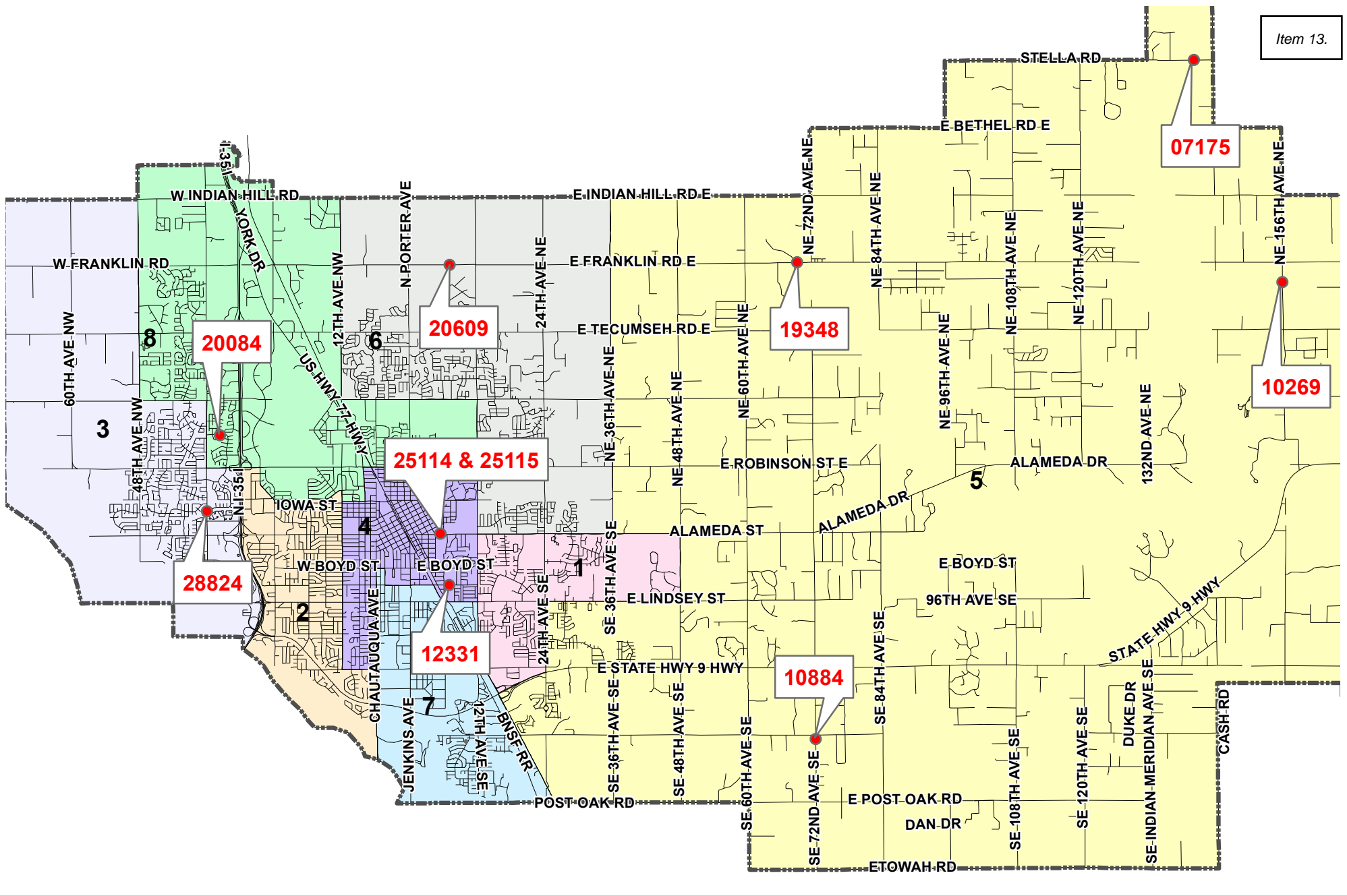
PASSED AND ADOPTED THIS 23rd day of August, 2022.

Mayor

ATTEST:

Deputy City Clerk





Map produced by the City of Norman
Geographic Information System

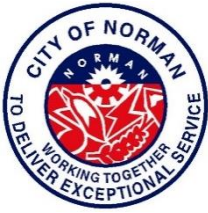
The City of Norman assumes no
Responsibility for errors or omissions
in the information presented.

Bridge Maintenance Program FYE 2023 Locations



File Attachments for Item:

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-7, CONTRACT K-2223-11: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SAC SERVICES INC., IN THE AMOUNT OF \$207,936.25, PERFORMANCE BOND B-2223-11, STATUTORY BOND B-2222-12, AND MAINTENANCE BOND MB-2223-7 FOR THE STORMWATER INLET REHABILITATION PROJECT, RESOLUTION R-2223-8 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/9/2023

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-7, CONTRACT K-2223-11; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SAC SERVICES INC., IN THE AMOUNT OF \$207,936.25, PERFORMANCE BOND B-2223-11, STATUTORY BOND B-2222-12, AND MAINTENANCE BOND MB-2223-7 FOR THE STORMWATER INLET REHABILITATION PROJECT, RESOLUTION R-2223-8 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman's Stormwater Division is responsible for the maintenance of a vast network of stormwater inlets, flumes, vegetated channels, and storm sewer lines. Many of the City's inlets are decades old and built of brick and mortar. Over time, the brick and mortar inlets have demanded an outsized maintenance effort.

Intent on reducing the maintenance burden, staff compiled a list of the inlets in most need of replacement. The list was further reduced to maximize effect and meet budgetary constraints. This project will also replace a reinforced concrete pipe that is the cause of persistent sink holes in the Brookhaven addition. The locations of this project are listed below:

- Oakhurst Avenue – Approx. 600' South of Lindsey Street
- Sundown Drive – Between Parkland Way and Morgan Drive
- 48th Avenue NW – Approx. 50' South of Davinbrook Drive
- East Gray Street – Approx. 250' East of North Stewart Avenue
- Tarman Circle – Approx. 380' North of East Boyd Street
- Hawks Nest Drive – Approx. 140' East of Eagle Cliff Drive
- Foxborough Court – Intersection of Litchfield Lane and Foxborough Court

Attached is a map of the locations. Construction activities include removal of old brick and mortar inlet structures and construction of new concrete inlet structures, removal and replacement of approximately 163 linear feet of 24-inch reinforced concrete pipe, installation of new concrete headwall end treatment, and the construction of a concrete flume. Such construction activities

are necessary to improve the condition of the city's stormwater infrastructure and decrease the required maintenance intervals.

DISCUSSION:

Bid documents and specifications for the Stormwater Inlet Rehabilitation Project were advertised on June 9, 2022 and June 16, 2022 in accordance with State Law. Two (2) bids were received on July 7, 2022.

The low bidder is SAC Services Inc., of Oklahoma City, Oklahoma in the amount of \$207,936.25. This bid is \$4,345.65 or 2.13% above the Engineer's Estimate of \$203,590.60. Staff has done a comparative analysis of these bids, and believes the bid to be competitive and represents a fair price. The bid tabulation is attached.

This project will be funded from the Stormwater Inlet Rehabilitation Project DR0019, (50599967-46101). Additional funding is necessary for this project. The E 2021 Merkle Creek Drainage Improvement Project DR0057 (50599968-46101) contract was under budget and has an available balance.

If approved, construction of the Stormwater Inlet Rehabilitation Project will begin on August 22, 2022, with an estimated completion of January 19, 2022, weather permitting.

RECOMMENDATION 1:

Staff has reviewed the bids and recommends Bid 2223-7 for the Stormwater Inlet Rehabilitation Project be awarded to the low bidder, SAC Services Inc., of Oklahoma City, Oklahoma, for \$207,936.25.

RECOMMENDATION 2:

Staff further recommends that SAC Services Inc., be authorized and appointed as Project Agent for the avoidance of the payment of sales tax on materials purchases related to the project, by Resolution R-2223-8, and the following contract and bonds be approved:

Contract K-2223-11
Performance Bond B-2223-11
Statutory Bond B-2223-12
Maintenance Bond MB-2223-7

RECOMMENDATION 3:

Staff further recommends transfer of \$72,509 from Drainage Project FY10 (Merkle Creek) Project DR0057 (50599968-46101) to the Stormwater Inlet Rehabilitation Project DR0019 (50599967-46101) be approved.

CITY OF NORMAN
Public Works Department – Engineering
Norman, Oklahoma
July 7, 2022

TABULATION OF QUOTES

The following is a tabulation of quotes received by the City of Norman for the Stormwater Inlet Rehabilitation Project. Funding for this project is available in the Inlet Rehabilitation Project No. DR0019 (Acct. No. 50599968-46101).

<u>Vendors</u>	<u>Total Bid</u>
SAC Services, Inc. Oklahoma City, Oklahoma	\$207,936.25
Cimarron Construction Company Oklahoma City, Oklahoma	\$536,712.00
Engineer’s Estimate	\$203,590.60

RECOMMENDATION: That the project be awarded to SAC Services, Inc. in the amount of \$207,936.25 as the lowest and best quote to meet specifications.

City of Norman



Brandon Brooks, EIT, CFM
Staff Engineer

C O N T R A C T

THIS CONTRACT made and entered into this 22nd day of July, 2022, by and between SAC Services Inc as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2122-81 STORMWATER INLET REHABILITATION PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Two Hundred Seven Thousand Nine Hundred Thirty-Six and 25/100 (DOLLARS):

(NUMERALS) (\$ 207,936.25).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

STORMWATER INLET REHABILITATION PROJECT, BID 2

- a. 120 Calendar Days
 - 1. 120 Calendar Days does not include weather days
 - i) Weather days to be determined by the engineer or stormwater program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

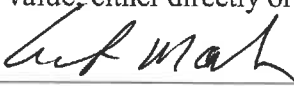
11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

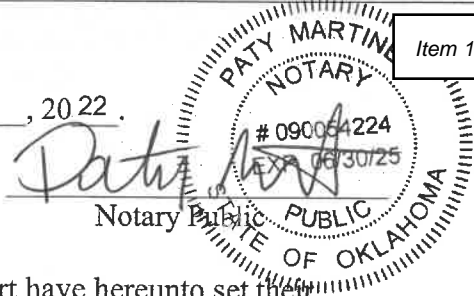
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Arturo Martinez, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.


Contractor

Contract No. K-2223-11
Page 3 of 4

Subscribed and sworn to before me this 22nd day of July, 2022.



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 22nd day of July 2022, and the 22nd day of July, 2022.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative
Saira Martinez
Corporate Secretary (where applicable)

Signed: [Signature]
Title: President
Address 3600 S Ross Ave Oklahoma City, OK 73119
Telephone: (405) 682-4948

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Arturo Martinez, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of SAC Services Inc to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

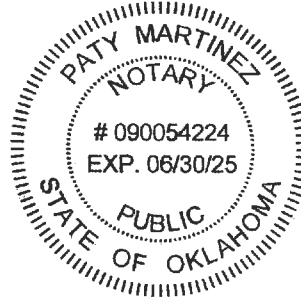
Arturo Martinez
Contractor

Subscribed and sworn to before me this 22nd day of July, 20 22.

Paty Martinez
Notary Public

My Commission Expires:

06/30/2025



PERFORMANCE BOND

Bond #1023705

Know all men by these presents, that SAC Services, Inc. as PRINCIPAL, and Mid-Continent Casualty Company Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of ^{**Two Hundred Seven} ~~Thousand Nine Hundred Thirty-Six & 25/100****~~ DOLLARS, (\$ 207,936.25), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2122-81 STORMWATER INLET REHABILITATION PROJECT

has entered into a written CONTRACT (K-2223-11) with THE CITY OF NORMAN, dated this 22nd day of July, 20 22 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 22nd day of July, 20 22 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 22nd day of July, 20 22.

Performance Bond No. B-2223-11
Page 1 of 3

STATUTORY BOND

Bond #1023705

Know all men by these presents that SAC Services, Inc. as PRINCIPAL, and Mid-Continent Casualty Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of **Two Hundred Seven Thousand Nine Hundred Thirty-Six & 25/100*** DOLLARS (\$ 207,936.25), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2122-81 STORMWATER INLET REHABILITATION PROJECT

has entered into a written CONTRACT (K-2223-11) with THE CITY OF NORMAN, dated this 22nd day of July, 20 22, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of July, 20 22, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 22nd day of July, 20 22.

(Corporate Seal) (where applicable)

ATTEST

Saira Martinez
Corporate Secretary (where applicable)

Principal SAC Services, Inc.
Signed: [Signature]
Authorized Representative
Title: President

Address: 3600 S Ross Ave.

Oklahoma City, OK 73119

Telephone: 405-682-4948

Statutory Bond No. B-2223-12

Page 1 of 3

(Corporate Seal) (where applicable)

Bond #1023705

ATTEST:

[Handwritten Signature]

Surety: Mid-Continent Casualty Comany

Signed: *[Handwritten Signature]*
Authorized Representative

Printed: Wendy Hollen
Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 1409, Tulsa OK 74101-1409

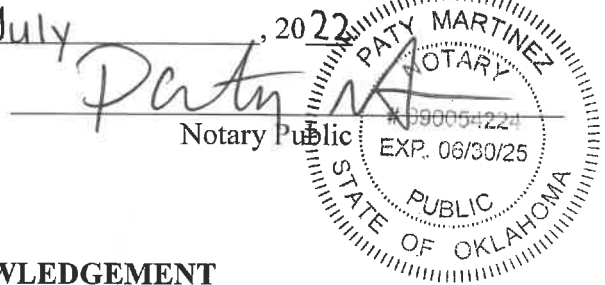
Telephone: 800-722-4994

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 22nd day of July, 2022, by Arturo Martinez - President (Name and Title), of SAC Services Inc a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 22nd day of July, 2022



My Commission Expires: 06/30/25

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____ a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Statutory Bond No. B-2223-12
Page 2 of 3

MAINTENANCE BOND

Know all men by these presents that SAC Services, Inc., as Principal, and Mid-Continent Casualty Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of *Fifty One Thousand Nine Hundred Eighty Four & 06/100* DOLLARS (\$51,984.06), such sum being not less than twenty-five percent (25%) of the total contract price and being in force for a period of three years from the date of the acceptance of the below described improvements by the City Council, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2122-81 STORMWATER INLET REHABILITATION PROJECT

has entered into a written CONTRACT (K-2223-11) with the CITY OF NORMAN, dated this 22nd day of July, 20 22 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 25% of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Bond #1023705

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 22nd day of July, 20 22, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 22nd day of July, 20 22.

(Corporate Seal) (where applicable)

Principal SAC Services, Inc.

ATTEST:

Signed: [Signature]

Authorized Representative

Saira Martinez

Title: President

Corporate Secretary (where applicable)

Address: 3600 S. Ross Ave.

Oklahoma City, OK 73119

Telephone: 405-682-4948

[Signature]
(Corporate Seal) (where applicable)

Surety: Mid-Continent Casualty Company

ATTEST:

Signed: [Signature]

Authorized Representative

Printed: Wendy Hollen

Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 1409, Tulea OK 74101-1409

Telephone: 800-722-4994

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

) ss:

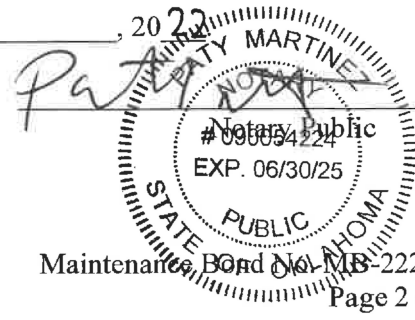
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 11th day of August, 2022 by Arturo Martinez - President (Name and Title), of SAC Services Inc. a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 11th day of August, 2022

My Commission Expires:

06/30/25



Maintenance Bond No. MB-2223-7

Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

Bond #1023705

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by

(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by

(Name and Title) _____ (partner/agent)
on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 15 day of August, 2022

Elizabeth Ludala
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

MID-CONTINENT CASUALTY COMPANY

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119 · Ph: 918-587-7221 · Fax: 918-588-1296

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **Mid-Continent Casualty Company**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. John L. Birsner, Susanne Cusimano, Wendy Hollen, Cody Michael McNeill, W. M. McNeill, Kyle D. Reser, John Rogers, Mike Shannon, Lisa Sherman, all of OKLAHOMA CITY, OK.

IN WITNESS WHEREOF, the **Mid-Continent Casualty Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of September, 2021.



MID-CONTINENT CASUALTY COMPANY

ATTEST:

Sharon Hackl

Sharon Hackl, Assistant Secretary

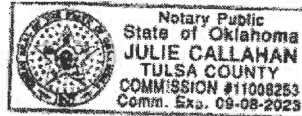
Todd Bazata

Todd Bazata, Vice President

On this 23 day of September, 2021 before me personally appeared Todd Bazata, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

} SS



Commission # 11008253

My Commission Expires: 09-08-23

COUNTY OF TULSA

Julie Callahan

Julie Callahan, Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Sharon Hackl, Assistant Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.



Signed and sealed this 23rd day of July, 2022

Sharon Hackl

Sharon Hackl, Assistant Secretary

Resolution

R-2223-8

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING SAC SERVICES, INC., AS PROJECT AGENT FOR THE STORMWATER INLET REHABILITATION PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by SAC Services, Inc., for the Stormwater Inlet Rehabilitation Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on SAC Services, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, SAC Services, Inc., to purchase materials which are in fact used for the for the Stormwater Inlet Rehabilitation Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that SAC Services, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 23rd day of August, 2022, did appoint SAC Services, Inc., who is involved with the Stormwater Inlet Rehabilitation Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Stormwater Inlet Rehabilitation Project for the City of Norman.

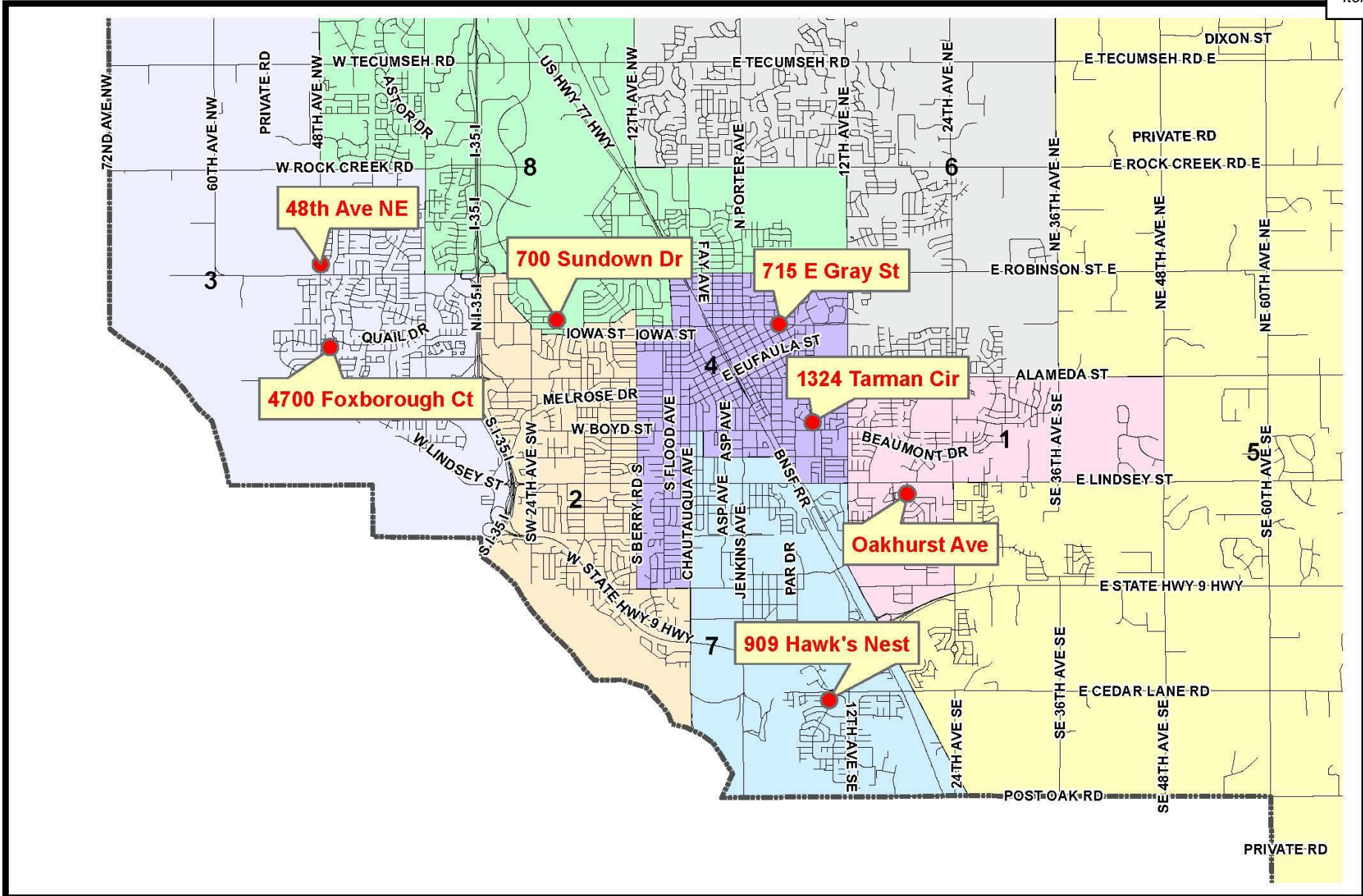
PASSED AND ADOPTED this 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk





Map produced by the City of Norman
Geographic Information System

The City of Norman assumes no
Responsibility for errors or omissions
in the information presented.

Stormwater Inlet Rehabilitation Locations



File Attachments for Item:

15. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-8 AND CONTRACT K-2223-
15: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ASTI SAWING
INC., IN THE AMOUNT OF \$34,160 FOR THE FYE 2023 SIDEWALK HORIZONTAL
SAW CUTTING PROJECT, PERFORMANCE BOND B-2223-19; STATUTORY BOND
B-2223-29; MAINTENANCE BOND MB-2223-9, AND RESOLUTION R-2223-9
GRANTING TAX-EXEMPT STATUS



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-8 AND CONTRACT K-2223-15: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ASTI SAWING INC., IN THE AMOUNT OF \$34,160 FOR THE FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT, PERFORMANCE BOND B-2223-19; STATUTORY BOND B-2223-29; MAINTENANCE BOND MB-2223-9, AND RESOLUTION R-2223-9 GRANTING TAX-EXEMPT STATUS

BACKGROUND:

Sidewalk Horizontal Saw Cutting has been used in the City of Norman for many years now as a cost effective way to reduce trip hazards within the city. Horizontal saw cutting is a very quick process with minimal disturbance and sidewalk closure time. This process can extend the life of sidewalks in some cases for decades.

This Project includes horizontal saw cutting for existing concrete sidewalks in various locations along Tecumseh Road starting at the west side of the intersection of 36th Avenue NW to the east side of the intersection of 48th Avenue NW; and West Rock Creek Road starting at the west side of the intersection of 36th Avenue NW to the east side of the intersection of 48th Avenue NW. Also included are various sidewalks within the developments south of Tecumseh Road and north of Rock Creek Road and west of 36th Avenue NW and east of Grand View Avenue.

DISCUSSION:

The project was publicly advertised on June 23, 2022 and June 30, 2022. One contractor attended the pre-bid conference held on July 7, 2022. One bid was submitted and opened on July 21, 2022.

Tabulation of Bid Results

Contractor	Total
ASTI Sawing, Inc.	\$34,160
Engineers Estimate	\$40,000

The bid was submitted by ASTI Sawing, Inc. in the amount of \$34,160, which is \$5,840, or 14.6%, less than the engineer's estimate. Even though only one bid was received, it is from the same contractor that successfully completed this contract last year and the pricing is similar to last year's.

ASTI Sawing, Inc. is a responsible bidder. They successfully performed the same work for the City of Norman last year.

This project will be funded as follows:

Project	Number and Account	Amount
Sidewalk Horizontal Saw Cutting Project	Construction (Account 50594407-46101; Project TC0155)	\$40,000

If approved, The FYE 2023 Sidewalk Horizontal Saw Cutting Project will begin on or around November 15, 2022, as this time frame fits the contractor's schedule better and cooler temperatures are better for the accuracy and function of the equipment. The construction time for this project is 60 days with an estimated completion in January 2023 plus weather days.

RECOMMENDATION NO. 1:

Staff recommends the that the bid be awarded to ASTI Sawing, Inc., in the amount of \$34,160 for construction of the FYE 2023 Sidewalk Horizontal Saw Cutting Project and Contract K-2223-15 be approved.

RECOMMENDATION NO. 2:

Staff further recommends that, the following bonds be approved:

- Performance Bond B-2223-19
- Statutory Bond B-2223-29
- Maintenance Bond MB-2223-9

RECOMMENDATION NO. 3:

Staff further recommends that ASTI Sawing, Inc. be authorized as Project Agent via Resolution R-2223-9 to avoid the payment of sales taxes on materials purchases related to the project.

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between ASTI Sawing, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2223-8 FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Thirty-four thousand One hundred Sixty and ⁰⁰/₁₀₀ (DOLLARS):

(NUMERALS) (\$ 34,160.⁰⁰)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Journal Record, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid them as a guide in the preparation of the monthly estimates.

Contract No. K-2223-15
Page 1 of 4

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

FYE 2023 Sidewalk Horizontal Saw Cutting Project

- a. 120 Calendar Days
 - 1. 120 Calendar Days does not include weather days
 - i) Weather days to be determined by the City Engineer

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

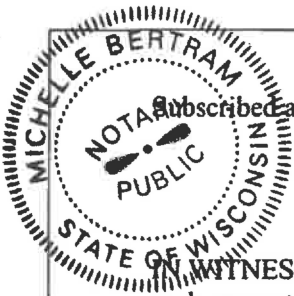
- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.



Subscribed and sworn to before me this 8 day of August, 2022

[Signature]
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 8 day of August 2022 and the _____ day of _____, 20 .

(Corporate Seal) (where applicable)

ATTEST:
Authorized Representative
Wendy Bolter
Corporate Secretary (where applicable)

Principal
Signed: [Signature]
Title: V.P.
Address: 7454 US HWY 151
BARNEVELD
Telephone: 608-574-4024

CITY OF NORMAN:

Approved as to form and legality this 18 day of August 2022.

Clisabeth Luckda
City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20 .

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF WI)
) ss:
COUNTY OF Iowa)

Kenn Bolinger, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of ASTI Sawing to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

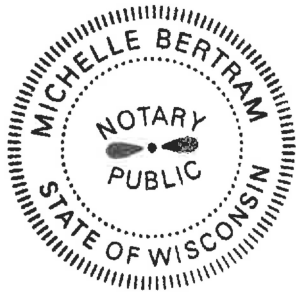
[Signature]
Contractor

Subscribed and sworn to before me this 8 day of August, 2022

[Signature]
Notary Public

My Commission Expires:

10/27/23



Bond Number: CE12438200050

PERFORMANCE BOND

Know all men by these presents, that ASTI Sawing, Inc. as PRINCIPAL, and Philadelphia Indemnity Insurance Company Corporation organized under the laws of the State of Pennsylvania and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Thirty Four Thousand, One Hundred Sixty and No/00 DOLLARS, (\$ 34,160.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-8 FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT

has entered into a written CONTRACT (K-2223-15) with THE CITY OF NORMAN, dated this 4th day of August, 2022 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or their or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 4th day of August, 2022 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of August 4, 2022.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ralf Rigo and Sharif Ismail of SBXPRSS, INC. DBA BONDSEXRESS SURETY AND INSURANCE AGENCY its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

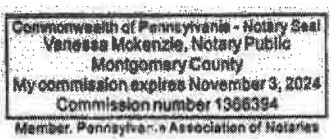
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



John Glomb
John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: *Vanessa McKenzie*
residing at: Bala Cynwyd, PA
My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of August, 2022



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond Number: CE12438200051

STATUTORY BOND

Know all men by these presents that ASTI Sawing, Inc. as PRINCIPAL, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Thirty Four Thousand, One Hundred Sixty and No/00 DOLLARS (\$ 34,160.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-8 FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT


has entered into a written CONTRACT (K-2223-15) with THE CITY OF NORMAN, dated this 4th day of August, 2022, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.


NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, their subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 6l O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 4th day of August, 2022, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 4th day of August, 2022.

(Corporate Seal) (where applicable)
ATTEST

Corporate Secretary (where applicable)

Principal Signed: 
Title: Authorized Representative
Address: 7454 US Hwy 18-151
Barneveld, WI 53507
Telephone: _____

Statutory Bond No. B-2223-29
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Melissa M. Moore

Surety: Philadelphia Indemnity Insurance Company

Signed: [Signature]
Authorized Representative

Printed: Sharif Ismail
Authorized Representative

Title: Attorney-in-Fact

Address: 5793 Widewaters Pkwy, Suite 230 Syracuse, NY 13214

Telephone: 800-331-5453

CORPORATE ACKNOWLEDGEMENT

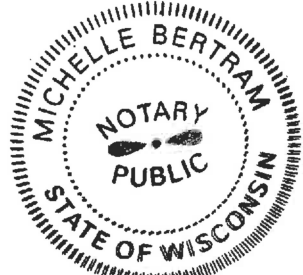
STATE OF WI)
) ss:
COUNTY OF Iowa)

The foregoing instrument was acknowledge before me this 8 day of August, 2022, by Kevin Bollinger VP (Name and Title), of ASTI Sawing, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 8 day of August, 2022

[Signature]
Notary Public

My Commission Expires: 10/27/23



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by
_____ (Name and Title) _____ (partner/agent) on
behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 18 day of August, 2022
Elisabeth Ludala
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

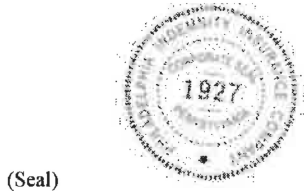
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Ralf Rizo and Sharif Ismail of SBXPRSS, INC. DBA BONDSEXRESS SURETY AND INSURANCE AGENCY** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

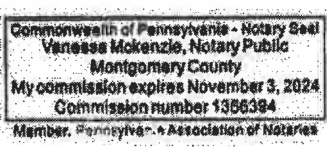
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



John Glomb
John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

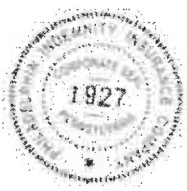
On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: *Vanessa McKenzie*
residing at: Bala Cynwyd, PA
My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of August, 2022



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF NORMAN

MAINTENANCE BOND

Philadelphia Indemnity Insurance Company

Know all men by these presents that ASTI Sawing, Inc., as Principal, and , a corporation organized under the laws of the State of Pennsylvania, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Thirty Four Thousand, One Hundred Sixty and No/00 DOLLARS: (\$ 34,160.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2223-8 FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT

has entered into a written CONTRACT (K-2223-15) with the CITY OF NORMAN, dated this 4th day of August, 2022 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (1) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 4th day of August, 2022, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 4th day of August, 2022.

Maintenance Bond No. MB-2223-9
Page 1 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) _____ (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 18 day of August, 2022

Cristina Ludala
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ralf Rigo and Sharif Ismail of SBXPRSS, INC. DBA BONDSEXRESS SURETY AND INSURANCE AGENCY its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

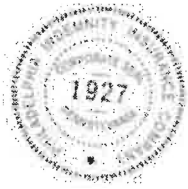
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

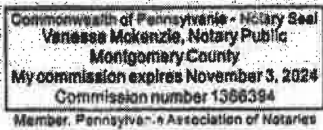
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

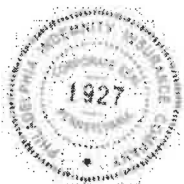
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

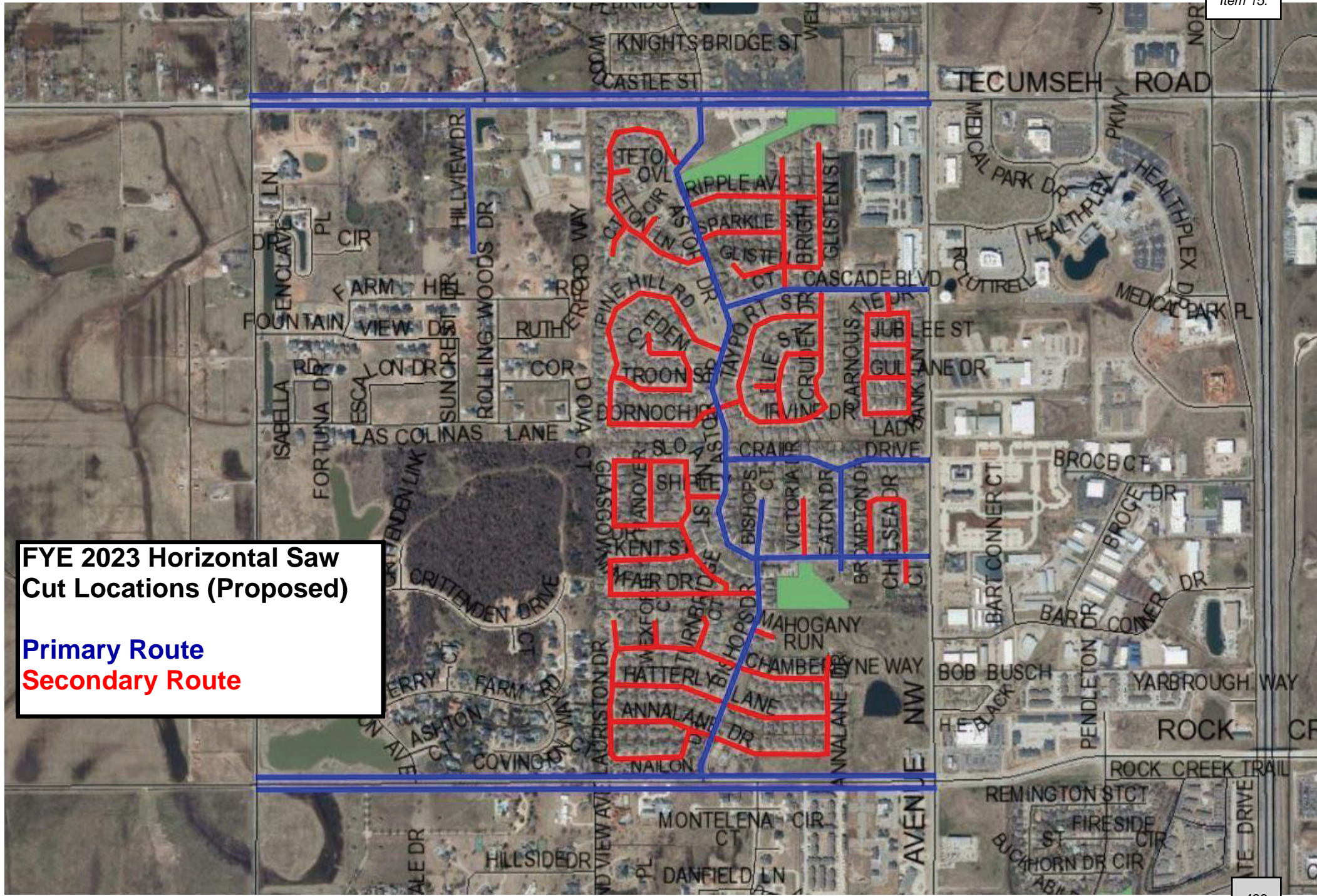
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of August, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**FYE 2023 Horizontal Saw
Cut Locations (Proposed)**

Primary Route
Secondary Route



Resolution

R-2223-9

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ASTI SAWING, INC., AS PROJECT AGENT FOR THE FYE 2023 SIDEWALK HORIZONTAL SAW CUTTING PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Asti Sawing, Inc., for the FYE 2023 Sidewalk Horizontal Saw Cutting Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Asti Sawing, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Asti Sawing, Inc., to purchase materials which are in fact used for the FYE 2023 Sidewalk Horizontal Saw Cutting Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Asti Sawing, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 23rd day of October, 2022, did appoint Asti Sawing, Inc., who is involved with the FYE 2023 Sidewalk Horizontal Saw Cutting Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 2023 Sidewalk Horizontal Saw Cutting Project for the City of Norman.

PASSED AND ADOPTED THIS 23rd day of August, 2022.

Mayor

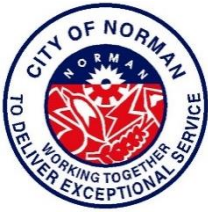
ATTEST:

City Clerk



File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-20: A CONTRACT BETWEEN THE CITY OF NORMAN AND UNIVERSITY OF OKLAHOMA FOR THE UNIVERSITY OF OKLAHOMA TO PROVIDE THE CITY OF NORMAN WITH NON-POTABLE WATER AT A BILLING RATE OF \$2.80 PER THOUSAND GALLONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Chris Mattingly, Director of Utilities

PRESENTER: Chris Mattingly, Director of Utilities

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-20: A CONTRACT BETWEEN THE CITY OF NORMAN AND UNIVERSITY OF OKLAHOMA FOR THE UNIVERSITY OF OKLAHOMA TO PROVIDE THE CITY OF NORMAN WITH NON-POTABLE WATER AT A BILLING RATE OF \$2.80 PER THOUSAND GALLONS.

BACKGROUND:

The City of Norman (City) owns the water distribution system for the City of Norman and leases the water systems to the Norman Utilities Authority (NUA). This system conveys potable (treated, drinkable) water to NUA customers. The University of Oklahoma (OU) owns and operates its own potable and non-potable water distribution systems and each of those systems conveys, respectively, either potable or non-potable water to OU customers. OU's non-potable water originates from groundwater wells owned and operated by OU. OU also purchases supplemental treated potable water from the NUA at the contracted commercial rate.

The City is currently planning to construct a new fleet vehicle wash facility at the "North Base" Facility in close proximity to the OU non-potable water system. Since the City wash facility can utilize non-potable water and the OU water distribution system is in close proximity, the City would like to purchase non-potable water from OU to use for their new North Base truck wash. This initiative is mutually beneficial for both parties by conserving City potable water for its customers potable water needs and increasing the usage of non-potable water on the existing OU system.

DISCUSSION:

OU will charge the City \$2.80 per 1,000 gallons delivered during the contract year to fully recover costs to provide service to the City facility. This rate compares favorably with the lowest tier of NUA/City rates for potable water (\$3.35 per thousand gallons). In order to access non-potable water from OU, the City will install a service line and water-metering equipment to measure the quantity of water provided to the City. OU will operate and maintain the service line and metering equipment. OU will provide specifications to City for the metering equipment. The City will also

install backflow systems to eliminate the risk of cross connection between City's water system and OU's non-potable water system.

The contract is renewable, if sufficient funds are available, for four additional one year terms. After these five contract terms are up, the parties can renegotiate the compensation terms. The City fleet wash facility will be operated by the Public Works Department and charges for non-potable water will be paid from the General Fund, similar to other utility bills.

RECOMMENDATION:

Staff recommends Council approve Contract K-2223-30 between the City of Norman and the University of Oklahoma to allow the City of Norman to purchase non-potable water from the University of Oklahoma at a rate of \$2.80 per 1,000 gallons.

AGREEMENT FOR NON-POTABLE WATER SUPPLY SERVICES

This AGREEMENT, made and entered into the ___ day of _____, 2022, by and between the City of Norman, Oklahoma, (hereinafter jointly referred to as "CITY"), and the Board of Regents of the University of Oklahoma (hereinafter referred to as "UNIVERSITY");

WITNESSETH

WHEREAS, CITY and UNIVERSITY desire to establish a new agreement for the providing of water supply services (the SERVICES); and

WHEREAS, CITY owns and the Norman Utilities Authority operates the water distribution system for the City of Norman which conveys potable water to its customers; and

WHEREAS, UNIVERSITY owns and operates its own potable and non-potable water distribution systems which each respectively conveying either potable or non-potable water to its customers; and

WHEREAS, UNIVERSITY desires to supply non-potable water to CITY at a billing rate that will provide full cost recovery for the UNIVERSITY; and

WHEREAS, CITY is prepared to pay UNIVERSITY to provide said SERVICES, except as otherwise specifically excepted herein; and

NOW, THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, CITY and UNIVERSITY agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the ___ day of _____, 2022.

ARTICLE 2- GOVERNING LAW

The laws of the State of Oklahoma shall govern this AGREEMENT.

ARTICLE 3 - SERVICES TO BE PERFORMED BY UNIVERSITY

UNIVERSITY agrees to perform the SERVICES described below:

- 3.1. UNIVERSITY will operate and maintain its non-potable water distribution system to provide to CITY, at mutually agreed to metering locations, non-potable water at the rate set forth in Article 5.
- 3.2. Non-potable water from the UNIVERSITY shall originate from groundwater wells owned and operated by the UNIVERSITY.
- 3.3. UNIVERSITY will operate and maintain water-metering equipment to accurately measure the quantity of non-potable water provided to CITY by UNIVERSITY, such operation and maintenance to include ensuring that meters are read consistently so as not to cause CITY otherwise unnecessary charges.
- 3.4. UNIVERSITY will tie-in 6" header to existing non-potable water 12" piping and will operate and maintain the new 6" PVC line as part of its non-potable water distribution system upon successful hydrostatic testing.
- 3.5. UNIVERSITY agrees to allow CITY, at its expense, to check, test, audit, or otherwise verify the accuracy and calibration of UNIVERSITY meters. Provided

however that CITY shall not be unreasonable in the manner or frequency of such requests to do so.

- 3.6. UNIVERSITY will prepare accurate billing statements and deliver such statements to CITY no more frequently than monthly but at a minimum quarterly.

ARTICLE 4 - PARTIES RESPONSIBILITIES

CITY and UNIVERSITY agree to the following:

- 4.1. Both Parties will make their facilities accessible to the other Party as required for performance of SERVICES.
- 4.2. CITY will install 6" PVC, with tracer wire and installed per CITY standards, west from the existing UNIVERSITY non-potable water system 12" pipe along Flood Ave, heading west, almost to Mendel Place. The pipe will be installed nominally 4' deep, within the 40' temporary construction easement. A 6" plug with 2" blowoff will be included on far west end of line, allowing for air purge as needed.
- 4.3. CITY will install a service line and the UNIVERSITY specified water-metering equipment and appurtenances just outside fence by tee off for wash station, to accurately measure the quantity of water provided to the CITY. UNIVERSITY will operate and maintain said service line and metering equipment and provide specifications for metering equipment to CITY within a reasonable time period to allow for installation.
- 4.4. CITY will provide GIS location on installed piping to UNIVERSITY. UNIVERSITY shall own and maintain piping on UNIVERSITY side of meter.
- 4.5. CITY will install appropriate backflow systems to eliminate the risk of cross connection between the CITY water system and the UNIVERSITY's non-potable water system.
- 4.6. Unless a billing dispute is filed by CITY with UNIVERSITY, CITY will pay UNIVERSITY within 30 calendar days following receipt of billing statements.

ARTICLE 5 - COMPENSATION

CITY shall pay UNIVERSITY in accordance with the following:

- 5.1. UNIVERSITY shall bill CITY no more frequently than monthly but at a minimum on a quarterly basis for potable water provided to CITY by UNIVERSITY. CITY shall pay UNIVERSITY for metered water delivered at a rate of \$2.80 per 1,000 gallons delivered for the agreement year beginning upon the final execution of the agreement. The contract may be renewed in accordance with Article 7 for four (4) successive one year terms if sufficient funds are available. At the end of the initial five (5) annual terms the parties can renegotiate the compensation terms.

ARTICLE 6 - LIABILITY

- 6.1. General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the UNIVERSITY fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, CITY and

UNIVERSITY agree to allocate and limit such liabilities in accordance with this Article to the extent permitted by Oklahoma statutes, constitution, and case law.

- 6.2. Liability. Each party will be responsible for its own negligent and intentional acts and omissions, with each party's liability governed by the Oklahoma Governmental Tort Claims Act, Okla. Stat. tit. 51 §§ 151 et. seq.
- 6.3. Employee Claims. Each party will comply with applicable provisions of Oklahoma worker's compensation laws.
- 6.4. Consequential Damages. To the extent permitted by Oklahoma statutes, constitution, and case law, CITY shall not be liable to UNIVERSITY, and UNIVERSITY shall not be liable to CITY, for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 6.5. Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - TERMINATION

This AGREEMENT shall automatically be renewed on a year to year basis, for up to four (4) successive one year terms, unless notice of intent to terminate is given by either party at least ninety (90) days prior to the AGREEMENT anniversary date.

ARTICLE 8 - DELAY IN PERFORMANCE

Neither CITY nor UNIVERSITY shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either CITY or UNIVERSITY under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 9 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

UNIVERSITY: Associate Vice President for Facilities Management
University of Oklahoma
160 Felgar Street
Norman OK 73019-1026

Legal Notice:
The Executive Secretary of the Board of Regents of the University of
Oklahoma
660 Parrington Oval
Room 119
Norman, OK 73019

CITY: City of Norman
Attn: Mike White – Fleet Program Manager
201-C West Gray
P.O. Box 370
Norman OK 73070-0370

Legal Notice:
City Clerk of City of Norman
201 W. Gray
Norman, OK 73070

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of UNIVERSITY and CITY.

ARTICLE 10 - WAIVER

A waiver by either CITY or UNIVERSITY of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 11 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 12 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between CITY and UNIVERSITY. Except as otherwise specified herein, this AGREEMENT supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may only be changed by written amendment executed by both parties.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

CITY and UNIVERSITY each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, CITY and UNIVERSITY have executed this AGREEMENT.
DATED this ____ day of _____, 2022.

CITY OF NORMAN

By: _____
Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form this 17 day of August, 2022.

[Signature]

City Attorney



BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

By: [Signature]

Name: Matthew C. Rom

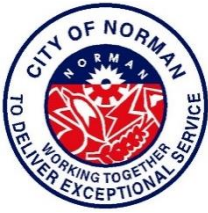
Title: Associate Vice President for Facilities Management

ATTEST:

[Signature]
Meghan Warren, Secretary

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-39: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INVOICE CLOUD TO PROCESS BILLING DATA FOR THE CITY'S CUSTOMERS FOR INVOICE TYPES INCLUDING THE CITY CLERK, PERMITTING, AND PLANNING AND COMMUNITY DEVELOPMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-39: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INVOICE CLOUD TO PROCESS BILLING DATA FOR THE CITY'S CUSTOMERS FOR INVOICE TYPES INCLUDING THE CITY CLERK, PERMITTING, AND PLANNING AND COMMUNITY DEVELOPMENT.

BACKGROUND:

The City of Norman provides the option of paying for permits, licenses, or other services with credit card and payments that utilize customers' bank account information. These forms of payment require that Payment Card Industry Data Security Standards (PCI-DDS) have to be followed regarding personally identifying information of customers. Invoice Cloud is an approved vendor to provide processing services for these forms of payments that comply with those standards. A new software system, "CityView", is being implemented for Planning and Development and Permit processes requiring a billing software system that would be compatible with that system.

DISCUSSION:

The Finance and Information Technology Departments have reviewed the services offered by Invoice Cloud and confirmed that it is compatible with software systems used by City departments receiving Automated Clearinghouse (ACH), bank (debit) card, credit card and checks for payment from City customers. The cost for this billing service will be based on how many transactions are processed through Invoice Cloud's system. The credit card and debit card charge is 2.95% or a minimum of \$2.95, and a flat fee of \$3.00 for ACH or Electronic Fund Transfer (EFT) transactions. Any credit card or EFT/ACH charge back or charge rejection will incur a fee of \$10. The card reader equipment is provided by Invoice Cloud to the City for a monthly fee of \$90. Invoice Cloud also charges a monthly biller portal access fee of \$100. The maximum payment for these services to the City would be \$125,000.

The fees for these services would be billed to each department incurring these charges and the revenues recorded to the General Fund.

RECOMMENDATION:

Staff recommends Council approve the contract with Invoice Cloud for the provision of debit, credit card and EFT/ACH charge processing services to City customers.

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

Billers Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law. Item 17.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers for All Items published by the U.S. Bureau of Labor Statistics from the immediately preceding calendar year times the applicable fees charged by Invoice Cloud then in effect; *provided, however*, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users;

and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's

account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 01908, Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

Item 17.

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

EXHIBIT A TO THE BILLER AGREEMENT**BILLER TERMS AND CONDITIONS****1. Definitions.**

The following definitions apply as used in the Agreement and in any Biller Order Form and add on Biller Order Form, now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, the Biller Agreement, any Biller Order Form, add on Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller", "you", or "your" means the Invoice Cloud customer that has executed or agreed to the Biller Agreement, Biller Order Form and Billers Terms and Conditions whether written or submitted online;

"Biller Data" means invoices and bills of the Biller as well as the Content of such invoices and bills;

"Biller Order Form" means the order form referencing the service to be performed by Invoice Cloud and any add on services under any add on Biller Order Form;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement and includes, but is not limited to: (i) failure to issue a refund to a Customer as required; (ii) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim, or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that Invoice Cloud acquired other than from the Biller or Customers;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Go Live Date" means the date on which those invoice types listed on the Biller Order Form are publicly available to Customers for online payment;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto;

"Invoice Cloud" or "we" means Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"IVR" means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

"Network" is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

"Network Fees" means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, ACH and check processors;

"Network Liabilities" means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller's actions, omissions, Transactions or Chargebacks, including without limitation, Biller's failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable Biller Pricing fees and Transaction Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement;

"Payment Instrument Transaction(s)" or "Transaction(s)" means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods

and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). "Payment Instrument Transaction(s)" or "Transaction(s)" may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction;

"Payment Processing Agreements" means the payment and card processing agreements and merchant agreements which Invoice Cloud has directed the Biller to enter into to enable Invoice Cloud to provide the Service;

"Payment Methods" means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Payment Instrument Transactions and listed on the Biller Order Form. From time to time Invoice Cloud may offer Biller new Payment Methods, and, in such event, Invoice Cloud will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes;

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under this Agreement.

2. Biller's Responsibilities.

(a) Biller is responsible for all activity occurring under Biller's account(s) and shall abide by all applicable laws and regulations as well as card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller's and/or its customers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately in writing of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Customers; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; (iv) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (v) modify or make derivative works based upon the Service; (vi) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (vii) reverse engineer or access the Service; or (viii) copy any features, functions or graphics of the Service.

(b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Service or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank Account"). You authorize Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from you in connection with this Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

(c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with your sale Transactions, minus the sum of amounts due from Biller or debited from a Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, (v) delay presentation of refunds until a payment is made to Invoice Cloud of a sufficient amount to cover the negative balance; and (vi) pursue any remedies we may have at law or in equity.

(d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Service, and/or termination of this Agreement.

(e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank, and/or other related circumstances. Biller agrees to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

(f) Biller is required to ensure that it maintains a fair policy in compliance with applicable laws, regulations, and all Network rules with regard

to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return or cancellation policy for the transactions underlying the Payment Instrument Transactions must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud, Transactions reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference at <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

(g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transactions represent payment or refund of payment, for a bona fide transaction.
- (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.
- (3) The Transactions do not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.
- (4) The Transactions are free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) Biller has made no representation or agreement for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(h) Communications with Customers and Biller Website.

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Service including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Service. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Service and performing their obligations under this Agreement. Biller represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Service" under the Biller Agreement.

(i) American Express Compliance only.

- (1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.
- (2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by

law) re-directing payments to any other party.

(3) Third Party Beneficiary Rights.

- Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addenda (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
- Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.

(4) American Express Limitation of Liability. BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

3. Chargebacks, Fees, Reserve Account, Etc. If Biller incurs excessive Chargebacks, in Invoice Cloud's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold Invoice Cloud, its licensors and Invoice Cloud's subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees and insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment and credit card processing agreement and merchant agreement, or (vi) relating directly or indirectly to Biller's or its authorized users' use of the Service. Biller represents and warrants that the Biller Bank Account(s) will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

4. [Intentionally Omitted].

5. Encrypted Card Readers (Applicable where Card Readers as designated on the Biller Order Form).

Encrypted Card Readers (or Card Readers as described in the Biller Order Form) are provided to the Biller for their use under license fees provided in the Biller Order Form. Invoice Cloud provides to Biller all products on a license basis. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 5 referring to the encrypted card readers):

a. Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a product fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's, Reseller's, or any other third party's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and the product manufacturer specifically disclaim any liability or warranty for any product resold in other than manufacturer's original packages, and for products modified, altered, repaired, maintained, or treated by Biller, its customers, and/or any third party. Service on a defective product may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

b. The following is the repair and replacement policy for a defective product:

Replacement Requests – Biller shall promptly notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket. Invoice Cloud will update and/or open a new help desk ticket for the product swap replacement request. Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of \$35.00 per device.

Biller has 14 business days to return a device that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance, Biller Terms and Conditions v5.1.2

install or test software, or for other commercially reasonable business purposes and that during such time card reader service services may not be provided. Biller further understands and agrees that from time to time card reader service services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of any services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonable prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c. EXCEPT AS PROVIDED IN THIS SECTION 5, INVOICE CLOUD AND THE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND DEVICES ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS.

d. Responsibilities of Biller. Biller is responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, (ii) confidentiality of each End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and the manufacturer will have no liability therefore (provided that the manufacturer will use Biller Information only for purposes of this Agreement). Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

e. Network Security. Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon Invoice Cloud's request, Biller will promptly provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of any device may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the device except by the ordinary wear and tear of such device. In the event of damage to any device, Biller shall notify Invoice Cloud who shall replace or repair the device at Biller's expense.

g. Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to any device until and unless such device is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of the devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of any device(s) or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall promptly reimburse Invoice Cloud for all expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees.

6. Kiosks (applicable where kiosks that are provided by Invoice Cloud as designated on the Biller Order Form).

Kiosks (as described in the Biller Order Form) are provided to Biller for use by Invoice Cloud under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on a license basis. Biller will be fully responsible for all kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "Products" and "kiosks" in this Section 6 referring to the kiosks and any firmware and software and applicable documentation included with the kiosks and/or Product, as the same may be upgraded, modified, and enhanced from time to time):

a. License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Products for its Customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the Products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered Products shall not be (a) copied, distributed, modified, translated, adapted or altered, in part or in whole, in any way or (b) decompiled, disassembled or reverse engineered or unbundled from any product nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy, alter, or modify any of the Products or Product packaging or labeling, or combine Products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to either the Products or any other technical or promotional material related to the Products.

b. Manufacturer Limited Warranty. Where Invoice Cloud provides kiosks to Biller (as opposed to Biller contracting directly

with a third party for the provision of a kiosk), the manufacturer warrants that the Products provided pursuant to this Agreement will materially perform in accordance with the manufacturer's published specifications. Warranty service is detailed in Section 6(d) below. Should the Product fail to conform to manufacturer's specifications, repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Product resulting from accident, disaster, unreasonable use, misuse, abuse, the negligence of Biller or any third party, or non-manufacturer modification of the Product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective Product to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.

c. Term and Effect of Termination. Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosk is operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller's convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referenced in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months remaining in the term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer for services or parts procured, and (d) any committed and non-cancellable amounts for equipment, Products or kiosks, purchased by Invoice Cloud as a result of Biller's order of kiosks.

d. Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service Warranty from Kiosk.com:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

Expectations surrounding the scope of the Kiosk.com Advanced Exchange & Field Service Warranty are as follows:

i. Advanced Exchange & Field Service Description

- **Phone and Warranty Parts Shipment Support.** In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
- If replacement part and/or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the Kiosk.com Field Technician Visit to arrive (typically within 24 hours of call receipt).
- Service will be provided pursuant to service level provided in the SLA addendum at www.invoicecloud.net/sla
- No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
- Kiosk.com covers inbound and outbound shipping costs for failed/replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the Biller receives the replacement, the failed part is then returned with the Kiosk.com pre-paid label.

ii. Exchange Warranty – Out of Scope Items

- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer's factory but does not include consigned components, any Biller or customer software application, network connectivity service, custom modifications, or changes made to the system, cleaning, installation, or repositioning of any system.
- Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, and an hourly RMA diagnostic fee of \$125 /hour.
- The most common source of No Defect Found parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping each kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.
- The warranty does not apply to expendable items (i.e., normal wear and tear of external graphics, etc.). Paint damage due to normal wear and tear is not covered under this warranty. Paint damage resulting from manufacturing defects will be covered by this warranty.
- Damage caused by cleaning, neglect, vandalism, physical abuse, or environmental acts of God are not covered under this warranty.

iii. Additional Exchange & Field Service Warranty Terms and Conditions

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).

- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Biller, a Customer or any other third party, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday (except national holidays), to be eligible for the next business day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is \$175 /hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service and support until delinquent account payments are settled in full. Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (e.g. public or private telecommunications services or internet nodes or facilities, overall internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, the manufacturer will use commercially reasonable efforts to restore the services in a reasonably prompt fashion. The manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services and modify its software and systems, all of which may result in a change in the manner in which the manufacturer provides the software and systems; provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon, the features and functionality of the product or services.

e. Responsibilities of Biller.

1. Biller will be responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and manufacturer will have no liability therefore. Biller is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

2. Biller shall be solely responsible for ensuring that Biller's employees and contractors are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) Biller's use of the Network Connection is secure and is used only for authorized purposes, and (b) Biller's business records and data are protected against improper access, use, loss, alteration or destruction.

3. Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, excepted. Biller shall use and ensure that the kiosks are at all times used in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense.

f. Personal Property of Invoice Cloud. Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller sells, assigns or attempts to sell or assign kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of kiosks or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

7. **Interactive Voice Response Functionality and Outbound Communications ("IVR")**

a. **License.** For and in consideration for the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

b. **Indemnification.** Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692-1692p) and will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement. Biller Terms and Conditions v5.1.2

claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller from and against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or its licensor.

c. Legal Compliance. Biller shall comply with all applicable laws, regulations, or other requirements of any governmental authority which relate to or affect this Agreement and the Biller's performance hereunder. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.

d. No Warranty. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or any licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using any IVR service.

8. Incorporation by Reference into Agreement, Modification. These Biller Terms and Conditions are incorporated by reference into the Agreement and may be modified by Invoice Cloud upon thirty (30) days' written notice to Biller as a result of changes in applicable law, regulatory requirements, PCI-DSS requirements, card network rules, ACH requirements or card association or payment processor requirements.

9. California Consumer Privacy Act of 2018

All capitalized terms used in this Section 9, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

- a. Invoice Cloud will not Sell Personal Information.
- b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Agreement, or as otherwise permitted by CCPA.
- c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
- d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
- f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
- g. Invoice Cloud certifies it understands the prohibitions in this Section 9 and will comply with them.
- h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 9.

InvoiceCloud™

Bill Order Form

SALES INFORMATION			
IC Sales Rep	Preston Flowers	Vertical	Utility
Order Date	6/23/2022	Billing Software	Harris - CityView

BILLER INFORMATION			
Ownership Type	Government	Phone	405-366-5370
Legal Name	City of Norman	Website URL	http://www.normanok.gov/
Address 1	201 West Gray Street	Bus. Open Date	April 1889
Address 2		Federal Tax ID	73-6005350
City	Norman	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	OK	ZIP	73069

BILLER CONTACT	
Primary Contact Name	Barbara Andros
Phone	(405) 366-5370
Email Address	barbara.andros@normanok.gov

SIGNING AUTHORITY			
Name	Anthony Francisco	Title	Director of Finance
Phone	(405) 366-5368	Fax	
		Email Address	anthony.francisco@normanok.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Direct Debit	Last 4 Acct #	1169
Routing #	103900036		

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [ACH/EFT]

BILLER PRICING (see Invoice-Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Invoicing - Biller Portal Access Fee	Monthly	Fixed (\$)	\$100.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00

HARDWARE			
Card Reader Type	EMV	Quantity	3
Card Reader		Cost per Reader	\$30.00
		Billing Interval	Monthly
Shipping Address (if different than location address)			

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months	
IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	
NOTES/SPECIAL HANDLING			

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+C's (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day 6-28-22

Accepted by Biller:

X *Anthony Francisco*
Corporate Officer/Authorized Official

Anthony Francisco

Printed Name

Director of Finance

Title

Accepted by Invoice Cloud, Inc.:

X *Kevin W. O'Brien*
Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Planning & Development	Pricing Model	Submitter
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
363	363	363	363	363	363	363	363	363	363	363	363

Avg CC Transaction \$	607.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	363
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit	2.95 %	Percent (%)	\$125000.00	\$2.95
All Payment Sources	ACH/EFT	\$3.00	Fixed (\$)	\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Permits	Pricing Model	Submitter
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
48	48	48	48	48	48	48	48	48	48	48	48

Avg CC Transaction \$	22.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	48
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit	2.95 %	Percent (%)	\$125000.00	\$2.95
All Payment Sources	ACH/EFT	\$3.00	Fixed (\$)	\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Clerk	Pricing Model	Submitter
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	11	11	11	11	11	11	11	11	11	11	11

Avg CC Transaction \$	306.00	Max Invoice \$	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	11
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit	2.95 %	Percent (%)	\$125000.00	\$2.95
All Payment Sources	ACH/EFT	\$3.00	Fixed (\$)	\$125000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #	
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NOTES / SPECIAL HANDLING

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APPROVED this _____ day of _____,
2009.

Larry Heikkila, Mayor

ATTEST:

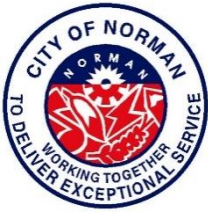
Brenda Hall, City Clerk

REVIEWED as to form and legality on _____

City Attorney's Office

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, REJECTION, OR POSTPONEMENT OF ELECTION TO PARTICIPATE IN THE DISTRIBUTORS OKLAHOMA SETTLEMENT; RELEASE OF CLAIMS AGAINST ALL RELEASED ENTITIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION SETTLEMENT PARTICIPATION FORM ON THE CITY OF NORMAN'S BEHALF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, OR POSTPONEMENT OF ELECTION TO PARTICIPATE IN THE DISTRIBUTORS OKLAHOMA SETTLEMENT; RELEASE OF CLAIMS AGAINST ALL RELEASED ENTITIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION SETTLEMENT PARTICIPATION FORM ON THE CITY OF NORMAN'S BEHALF.

BACKGROUND:

The Oklahoma Office of the Attorney General recently agreed to a settlement in the State's litigation against three opioid distributors for their role in the Oklahoma opioid crisis. The three distributors involved in the settlement are McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation. Although not involved in the litigation, the City of Norman has been identified as non-litigating "Primary Subdivision" and as such, is eligible to receive funding from the \$22 million in Distributor Settlement Proceeds allocated by the Oklahoma Opioid Abatement Board for such subdivisions.

DISCUSSION:

In order to participate and receive funds from the Distributor Settlement Proceeds, the City needs to sign the attached participation form, which binds the City to the terms of the Distributor Settlement and releases the three distributors mentioned above from any claims the City has against them related to the State's opioid litigation. The amount of money the City will receive will be determined by the legislatively created Opioid Abatement Board. If the City does not sign, it will not receive any monies from the settlement, and it may negatively impact the overall amount paid to the State for the benefit of Oklahoma and its citizens. The Distributor Settlement will take effect once Norman and the other Primary Subdivisions sign the Subdivision Settlement Participation Form. Initial disbursements to Primary Subdivisions will begin after December 1, 2022 and continue over 18 years.

Disbursements for non-litigating Primary Subdivisions will be made based on the following criteria: 1) the number of people per capita suffering from opioid use disorder in the participating political subdivision, 2) the number of opioid overdose deaths in the participating political subdivision, and 3) the amount of opioids distributed within the participating political subdivision.

Funds received by the City can be used for approved purposes outlined in 74 O.S. §30.5, including a variety of effort to prevent and treat opioid misuse.

RECOMMENDATION:

Staff recommends Council elect to participate in the Distributors Oklahoma Settlement and release McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation from claims the City may have against them related to the State's opioid litigation, and authorize the City Manager to sign the Subdivision Settlement Participation Form and any related documents on behalf of the City of Norman.

Exhibit G
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (the “*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated June 24, 2022 (the “*Distributors Oklahoma Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Oklahoma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Oklahoma Settlement, including Exhibit I thereto, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Oklahoma Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributors Oklahoma Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributors Oklahoma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
5. The Governmental Entity agrees to use any monies it receives through the Distributors Oklahoma Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Oklahoma Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Oklahoma Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Oklahoma Settlement.
7. The Governmental Entity has the right to enforce the Distributors Oklahoma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Oklahoma Settlement, including, but not limited to, all provisions of Section XI of Exhibit I thereto, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Oklahoma Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Oklahoma Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Oklahoma Settlement.
10. In connection with the releases provided for in the Distributors Oklahoma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Oklahoma Settlement becomes effective pursuant to Section II.B of the Distributors Oklahoma Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Oklahoma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributors Oklahoma Settlement, to which the Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit G to the Distributors Oklahoma

Settlement or interpreted differently from the Distributors Oklahoma Settlement in any respect, the Distributors Oklahoma Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

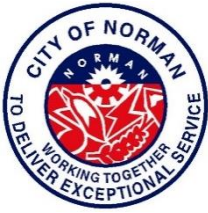
Name: _____

Title: _____

Date: _____

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR ONE MILE OF MULTI-MODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 48TH AVENUE S.E. AND 60TH AVENUE S.E.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR ONE MILE OF MULTI-MODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 48TH AVENUE S.E. AND 60TH AVENUE S.E.

BACKGROUND:

The Transportation Alternative (TA) program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TA continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

The federal Infrastructure Investment and Jobs Act (IIJA) replaced TA with a set-aside of Surface Transportation Block Grant (STBG) Program funding for alternative transportation projects. These set-aside funds include all projects and activities that were previously eligible under TA, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through the Oklahoma Department of Transportation (ODOT), is now open and will remain open through September 30, 2022.

DISCUSSION:

The proposed project will be the third 1-mile segment of 10-foot wide concrete multi-modal path that will ultimately connect the existing network of sidewalks/paths in the City of Norman to the roads and trails at Lake Thunderbird State Park. Additionally, this path, when completed, will provide an excellent facility for citizens to walk, jog, or bike between Norman and Lake Thunderbird. These activities have consistently been among the highest recreational priorities in our community. When the entire path is completed, promotional guides, brochures, and maps showing and promoting this path will be distributed by various entities including the Oklahoma Department of Tourism, various chambers of commerce, and visitor bureaus. The need for the multi-modal path along the State Highway 9 corridor was first identified during the public hearings that ODOT conducted in 2010 as part of the design and environmental clearance process associated with road improvements and was phased over a number of years. The initial citizen and City Council request was for the multi-modal path to be included in the various State Highway 9 improvement projects. State officials opted not to do so; rather to support the City of Norman with the implementation of separate multi-modal path projects under the TE program. The first two phases, between 24th Avenue SE and 48th Avenue SE, were implemented using this approach.

A call for projects for the next ODOT TA set-aside program is currently open and will close on September 30, 2022. For this call, staff will be submitting a project for one of the next two miles of multi-modal path along State Highway 9. The application associated with this Resolution will be for the mile between 48th and 60th Avenues SE.

The call for projects documentation indicates that grants will be awarded in April, 2023. If the City is successful in receiving a grant, City Council must consider acceptance of the grant and entering into an agreement with ODOT. In that case, construction of the path might take place in early 2025.

RECOMMENDATION:

Staff recommends approval of Resolution R-2223-24 (State Highway 9 multi-modal path between 48th Avenue SE and 60th Avenue SE), requesting ODOT TA funding to provide 80% of the anticipated \$1,112,010.66 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET-ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9, BETWEEN 48th AND 60th AVENUES SE

- § 1. WHEREAS, Federal STBG set-aside funds have been made available for the construction of eligible projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Construction of multi-modal path along the north side of State Highway 9, between 48th Avenue SE and 60th Avenue SE

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$1,112,010.66 and Federal participation under the terms of the IIJA Act set-aside of STBG funding for transportation alternatives, is hereby requested in the amount of \$889,608.53 or 80% of the construction cost; and
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



R-2223-24

§ 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

Estimate

Estimated Cost: \$1,010,918.78

Contingency %: 10.00%

Estimated Total: \$1,112,010.66

Legacy Trails 48th to 60th

Base Date: 2022/08/01

Spec Year: 19

Unit System: E

Work Type: GRADE, DRAIN & SURFACE

Highway Type:

Urban/Rural: URBAN

Season: SPRING

County: CLEVELAND

Terrain: Rolling

Improvement Type:

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District:

Federal Project Number:

State Project Number:

Prepared By: System Administrator



Group 0001 -
Initial Group

<u>Line #</u>	<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Amount</u>
0005	201(A)1200	1.000	LS	\$25,000.00000	\$25,000.00
	CLEARING AND GRUBBING				
0006	202(A)2200	2,500.000	CY	\$13.31883	\$33,297.07
	UNCLASSIFIED EXCAVATION				
0007	202(D)2500	120.000	CY	\$29.54944	\$3,545.93
	UNCLASSIFIED BORROW				
	*				
0008	205(A)6200	1.000	LS	\$35,000.00000	\$35,000.00
	TYPE A-SALVAGED TOPSOIL				
	*				
0009	221(B)2300	5,200.000	LF	\$2.65417	\$13,801.68
	TEMPORARY SILT FENCE				
0010	221(C)2400	4.000	EA	\$362.46961	\$1,449.88
	TEMPORARY SEDIMENT FILTER				
0011	230(A)7200	6,415.000	SY	\$4.29529	\$27,554.29
	SOLID SLAB SODDING				
0012	228 5100	50.000	SY	\$9.92736	\$496.37
	EROSION CONTROL MAT				
0013	240(A)2200	1.000	EA	\$700.00000	\$700.00
	REMOVING TREES 6" TO 12" IN DIAMETER				
	*				
0014	242 4100	1.000	EA	\$3,290.74810	\$3,290.75

(PL)STABILIZED CONSTRUCTION EXIT

0015	504(F)5600	30.000	LF	\$206.33485	\$6,190.05
HANDRAILING					
0016	601(A)1100	10.000	TON	\$16.73086	\$167.31
TYPE I PLAIN RIPRAP					
0017	510(A)1200	500.000	SY	\$398.50542	\$199,252.71
RETAINING WALL					
0018	610(A)5210	5,760.000	SY	\$74.02214	\$426,367.53
5" CONCRETE SIDEWALK					
0019	610(I)6000	120.000	SF	\$28.33567	\$3,400.28
TACTILE WARNING DEVICE-NEW					
*					
0025	619(A)6200	1.000	LS	\$15,000.00000	\$15,000.00
REMOVAL OF STRUCTURES & OBSTRUCTIONS					
0026	613(A)5208	220.000	LF	\$71.58857	\$15,749.49
18" R.C.PIPE CLASS III					
0027	613(L)6708	4.000	EA	\$761.30108	\$3,045.20
18" PREFAB. CULVERT END SEC., ROUND					
0028	631(A)9210	6.000	EA	\$1,700.00000	\$10,200.00
(SP)REMOVABLE BOLLARD					

0029	880(J)7110	1.000	LS	\$10,000.00000	\$10,000.	Item 19.
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CONSTRUCTION TRAFFIC CONTROL

0030	882(A)8210	180.000	SD	\$13.39024	\$2,410.24	
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PORT.CHANGEABLE MESSAGE SIGN

0031	642(B)3300	1.000	LS	\$50,000.00000	\$50,000.00	
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CONSTRUCTION STAKING LEVEL II

0032	220 1100	1.000	LS	\$5,000.00000	\$5,000.00	
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SWPPP DOCUMENTATION AND MANAGEMENT

0033	641 2100	1.000	LS	\$120,000.00000	\$120,000.00	
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MOBILIZATION

Total for Group: \$1,010,918.78




Location Map

Proposed State Highway 9 Multi-modal Path

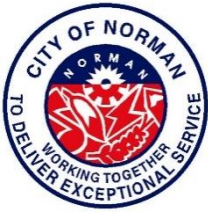
48th Avenue SE to 60th Avenue SE



 **Proposed Multi-modal Path**

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR THE CONSTRUCTION OF ONE MILE OF MULTI-MODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 60TH AVENUE S.E. AND 72ND AVENUE S.E.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-25: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR THE CONSTRUCTION OF ONE MILE OF MULTI-MODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 60TH AVENUE S.E. AND 72ND AVENUE S.E.

BACKGROUND:

The Transportation Alternative (TA) program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TA continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

The federal Infrastructure Investment and Jobs Act of 2022 (IIJA) replaced TA with a set-aside of Surface Transportation Block Grant (STBG) Program funding for TA. These set-aside funds include all projects and activities that were previously eligible under TA, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity. The call for projects, through the Oklahoma Department of Transportation (ODOT), is now open and will remain open through September 30, 2022.

DISCUSSION:

The proposed project will be the fourth 1-mile segment of 10-foot wide concrete multi-modal path that will ultimately connect the existing network of sidewalks/paths in the City of Norman to the roads and trails at Lake Thunderbird State Park. Additionally, this path, when completed, will provide an excellent facility for citizens to walk, jog, or bike between Norman and Lake Thunderbird. These activities have consistently been among the highest recreational priorities in our community. When the entire path is completed, promotional guides, brochures, and maps showing and promoting this path will be distributed by various entities including the Oklahoma Department of Tourism, various chambers of commerce, and visitor bureaus. The need for the multi-modal path along the State Highway 9 corridor was first identified during the public hearings that ODOT conducted in 2010 as part of the design and environmental clearance process associated with road improvements and was phased over a number of years. The initial citizen and City Council request was for the multi-modal path to be included in the various State Highway 9 improvement projects. State officials opted not to do so; rather to support the City of Norman with the implementation of separate multi-modal path projects under the TE program. The first two phases, between 24th Avenue SE and 48th Avenue SE, were implemented using this approach.

A call for projects for the next ODOT TA set-aside program is currently open and will close on September 30, 2022. For this call, staff will be submitting a project for one of the next two miles of multi-modal path along State Highway 9. The application associated with this Resolution will be for the mile between 60th and 72nd Avenues SE.

The call for projects documentation indicates that grants will be awarded in April, 2023. If the City is successful in receiving a grant, City Council must consider acceptance of the grant and entering into an agreement with ODOT. In that case, construction of the path might take place in early 2025.

RECOMMENDATION:

Staff recommends approval of Resolution R-2223-25 (State Highway 9 multi-modal path between 60th Avenue SE and 72nd Avenue SE) requesting ODOT TA funding to provide 80% of the anticipated \$1,535,447.67 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IJJA ACT SET-ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9, BETWEEN 60th AND 72nd AVENUES SE

- § 1. WHEREAS, Federal STBG set-aside funds have been made available for the construction of eligible projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Construction of multi-modal path along the north side of State Highway 9, between 60th Avenue SE and 72nd Avenue SE

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$1,535,447.67 and Federal participation under the terms of the IJJA Act set-aside of STBG funding for transportation alternatives, is hereby requested in the amount of \$1,228,358.14 or 80% of the construction cost; and
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



§ 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

Estimate

Estimated Cost: \$1,395,861.52

Contingency %: 10.00%

Estimated Total: \$1,535,447.67

Legacy Trails 60th to 72nd

Base Date: 2022/08/01

Spec Year: 19

Unit System: E

Work Type: GRADE, DRAIN & SURFACE

Highway Type:

Urban/Rural: URBAN

Season: SPRING

County: CLEVELAND

Terrain: Rolling

Improvement Type:

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District:

Federal Project Number:

State Project Number:

Prepared By: System Administrator



Group 0001 -
Initial Group

<u>Line #</u>	<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Amount</u>
0005	201(A)1200	1.000	LS	\$25,000.00000	\$25,000.00
	CLEARING AND GRUBBING				
0006	202(A)2200	2,500.000	CY	\$13.31883	\$33,297.07
	UNCLASSIFIED EXCAVATION				
0007	202(D)2500	120.000	CY	\$29.54944	\$3,545.93
	UNCLASSIFIED BORROW				
	*				
0008	205(A)6200	1.000	LS	\$35,000.00000	\$35,000.00
	TYPE A-SALVAGED TOPSOIL				
	*				
0009	221(B)2300	4,958.000	LF	\$2.67263	\$13,250.90
	TEMPORARY SILT FENCE				
0010	230(A)7200	6,415.000	SY	\$4.29529	\$27,554.29
	SOLID SLAB SODDING				
0011	221(C)2400	4.000	EA	\$362.46961	\$1,449.88
	TEMPORARY SEDIMENT FILTER				
0012	228 5100	50.000	SY	\$9.92736	\$496.37
	EROSION CONTROL MAT				
0013	240(A)2200	1.000	EA	\$700.00000	\$700.00
	REMOVING TREES 6" TO 12" IN DIAMETER				
	*				
0014	242 4100	1.000	EA	\$3,290.74810	\$3,290.75

(PL)STABILIZED CONSTRUCTION EXIT

0015	613(A)5208	220.000	LF	\$71.58857	\$15,749.49
	18" R.C.PIPE CLASS III				
0016	504(F)5600	30.000	LF	\$206.33485	\$6,190.05
	HANDRAILING				
0017	601(A)1100	10.000	TON	\$16.73086	\$167.31
	TYPE I PLAIN RIPRAP				
0018	510(A)1200	500.000	SY	\$398.50542	\$199,252.71
	RETAINING WALL				
0020	610(A)5210	5,508.000	SY	\$74.15778	\$408,461.05
	5" CONCRETE SIDEWALK				
0022	610(I)6000	120.000	SF	\$28.33567	\$3,400.28
	TACTILE WARNING DEVICE-NEW				
	*				
0024	613(L)6708	4.000	EA	\$761.30108	\$3,045.20
	18" PREFAB. CULVERT END SEC., ROUND				
0025	619(A)6200	1.000	LS	\$15,000.00000	\$15,000.00
	REMOVAL OF STRUCTURES & OBSTRUCTIONS				
0028	631(A)9210	8.000	EA	\$1,700.00000	\$13,600.00
	(SP)REMOVABLE BOLLARD				

0029	880(J)7110	1.000	LS	\$10,000.00000	\$10,000.00	Item 20.
CONSTRUCTION TRAFFIC CONTROL						
0030	882(A)8210	180.000	SD	\$13.39024	\$2,410.24	
PORT.CHANGEABLE MESSAGE SIGN						
0031	642(B)3300	1.000	LS	\$50,000.00000	\$50,000.00	
CONSTRUCTION STAKING LEVEL II						
0032	220 1100	1.000	LS	\$5,000.00000	\$5,000.00	
SWPPP DOCUMENTATION AND MANAGEMENT						
0033	641 2100	1.000	LS	\$120,000.00000	\$120,000.00	
MOBILIZATION						
0034	535 7170	1.000	EA	\$400,000.00000	\$400,000.00	
PREFABRICATED PEDESTRIAN BRIDGE						

Total for Group: \$1,395,861.52



Location Map

Proposed State Highway 9 Multi-modal Path

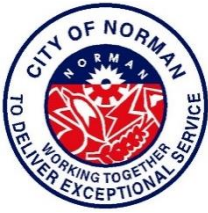
60th Avenue SE to 72nd Avenue SE



— Proposed Multi-modal Path

File Attachments for Item:

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, A PLANNED UNIT DEVELOPMENT, AND DEFERRAL/WAIVER OF STREET PAVING, DRAINAGE AND SIDEWALKS. (GENERALLY LOCATED ONE-QUARTER MILE SOUTH OF ROBINSON STREET AND 250 FEET EAST OF PORTER AVENUE.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O’Leary, Director of Public Works

TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, A PLANNED UNIT DEVELOPMENT, AND DEFERRAL/WAIVER OF STREET PAVING, DRAINAGE AND SIDEWALKS. (GENERALLY LOCATED ONE-QUARTER MILE SOUTH OF ROBINSON STREET AND 250 FEET EAST OF PORTER AVENUE.)

BACKGROUND:

This item is a final site development plan and final plat for Norman Regional Health System Porter Campus Section 2, a Planned Unit Development located a quarter of a mile south of East Robinson Street and 250-feet east of Porter Avenue. The property consists of 4.4496 acres and one (1) lot.

City Council, at its meeting of January 25, 2022, adopted Ordinance O-2122-29, placing this property in the PUD, Planned Unit Development District. Also, City Council, at its meeting of January 25, 2022, approved the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development.

The Norman Development Committee, on August 19, 2022, approved the program of public improvements, final site development plan and final plat and recommended the final site development plan and final plat with request for deferral/waiver of street paving, drainage and sidewalk improvements for the Norman Regional Health System Porter Campus Section 2, a Planned Unit Development be submitted to City Council for consideration.

DISCUSSION:

Construction plans have been reviewed for the required public improvements for this development. These improvements consist of water mains with fire hydrants, sanitary sewer main, and storm drainage. Stormwater runoff will be conveyed to an existing drainage system located south of the property.

The applicant has requested deferral of the above street, drainage and sidewalk improvements, and waiver of the cost of the deferral. The request for deferral is fairly common. The request for waiver of deferral fee is very uncommon, although the City has waived such costs for projects of its public trusts like the Norman Municipal Authority.

Section 19-602B1, entitled “Subdivision Regulations, Deferral of Public Improvements”, of the City Code indicates: *It is the purpose of this section to provide, in specific cases, as are hereinafter designated, a procedure whereby the City Council may temporarily defer the construction of certain public improvements required by the Code of the City of Norman at the time of acceptance of a final plat within a subdivision; provided that the City Council, in its sole judgment, deems that such deferment shall be immediately in the interest of public health, safety, or general welfare.*

Section 19-602B2, entitled “Subdivision Regulations, Deferral of Public Improvements”, of the City Code indicates: *The City Council, after recommendation from the Director of Public Works, may accept a final plat and authorize the issuance of building permits prior to the construction of such deferred public improvements required by the Code of the City of Norman in the following situations: (a) Where incompatible grades exist; (b) Where there are inadequate or a lack of connecting facilities; (c) Where construction of the improvement would not immediately function for its intended use; or (d) Where such improvement would be replaced by a planned future project.*

Section 19-602B2(c) above appears to support the applicant’s request for the deferral of the street improvements for Wellness Way. It is reasonable to say that construction of the small portion of Wellness Way adjacent to the Final Plat for Section 2 will not immediately function for its intended use for two reasons, (1) the remainder of Wellness Way will not be constructed at this time and (2) the existing pavement for Johnson Street is still in place and will serve as an adequate paved access to the proposed Behavioral Health Facility until Wellness Way is fully constructed at a later date.

When Council approves a request for deferral of public improvements, the final plat is accepted and building permits may be authorized. The request to construct the public improvements later is securitized by the applicant’s payment of the cost of the improvements being deferred in the form of cash or certificate of deposit. The City returns the money to the applicant when the improvements are constructed at the appropriate time.

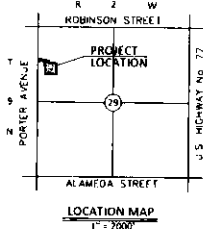
With regard to the applicant’s request for a waiver of the deferral fee, the City’s Code of Ordinances does not currently allow a waiver. Staff has no record of a previous request for such a waiver from a private developer or from the NRHS. NRHS is currently paying in full for all public improvements on the hospital expansion at the Tecumseh Road campus. The cost estimate submitted by the applicant’s engineer for the small portion of Wellness Way that is included in this Final Plat is \$312,962; therefore the applicant is requesting a waiver of that amount and agreeing to pay for the entire construction of Wellness Way at a later date, presumably upon full development of the NRHS Porter Campus Addition.

STAFF RECOMMENDATION:

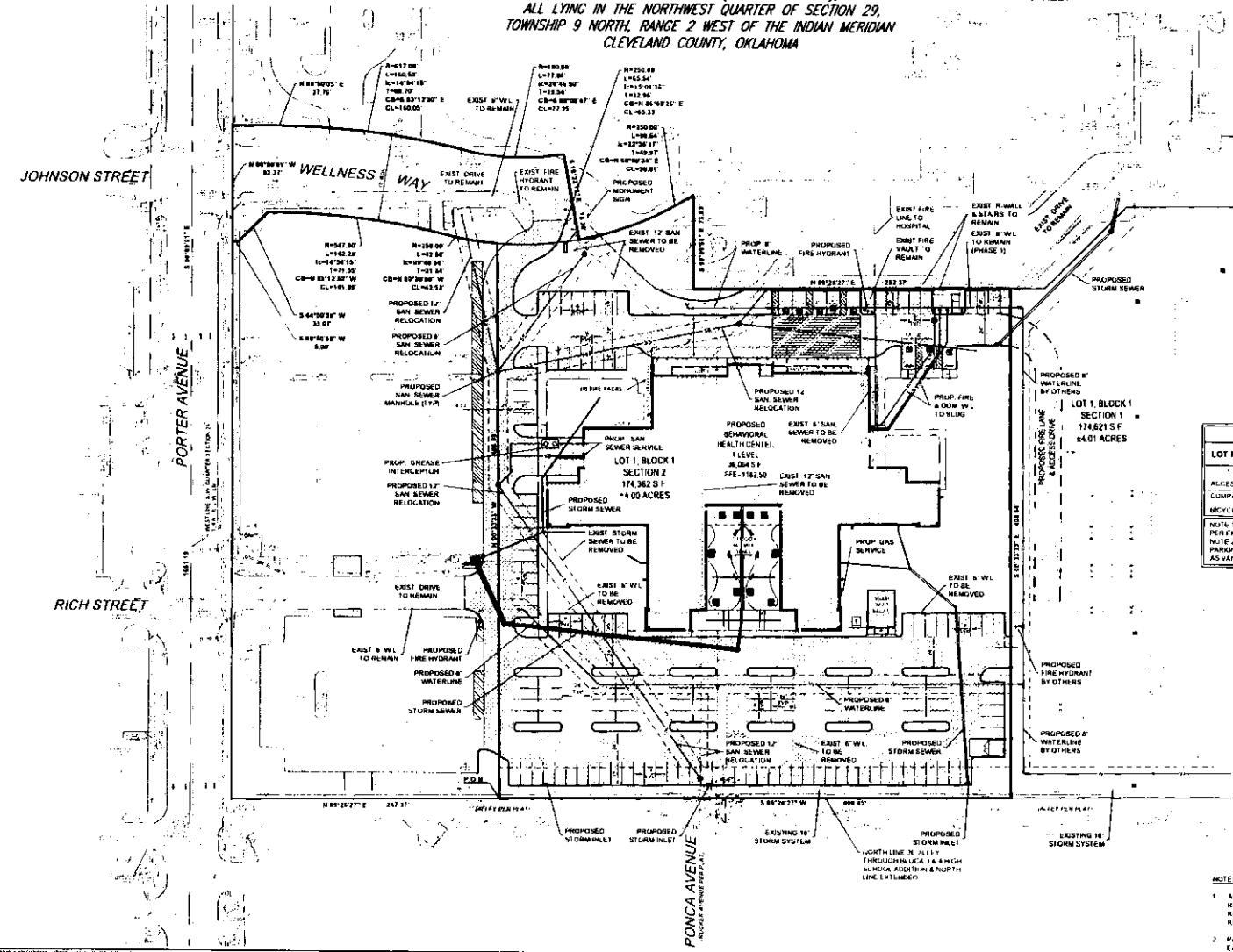
The final plat is consistent with the approved preliminary plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the final site development plan and final plat and filing of the final site development plan and final plat subject to City Council's action regarding the deferral of constructing street paving, drainage and sidewalk improvements and waiver of the requirement to pay for the cost of the deferred improvements.

FINAL PLAT
NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2
 A PLANNED UNIT DEVELOPMENT

A TRACT OF LAND BEING OF PART OF LOTS 4 THROUGH 12, ALL OF LOTS 13 THROUGH 21, PART OF LOT 22, BLOCK 1 AND PART OF LOTS 1 THROUGH 3, ALL OF LOTS 4 AND 5, A PART OF LOTS 6 THROUGH 13, A PART OF LOT 21, ALL OF LOTS 22 THROUGH 26, BLOCK 2 AND ALL OF LOTS 1 THROUGH 5, PART OF LOT 6, BLOCK 3 AND PART OF LOT 3 AND ALL OF LOTS 4 THROUGH 12, BLOCK 4, HIGH SCHOOL ADDITION TOGETHER WITH PART OF THE VACATED EAST-WEST ALLEY LYING IN SAID BLOCKS AND PART OF LOT 13, BLOCK 1, WHITWELL ADDITION TOGETHER WITH PART OF THE NORTH-SOUTH ALLEY IN SAID BLOCK AND PART OF VACATED PONCA AVENUE (RUCKER AVENUE), RICH STREET AND JOHNSON STREET ALL LYING IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN CLEVELAND COUNTY, OKLAHOMA



P.O.C.
N.W. CORNER, N.W. QUARTER
SECTION 29, T. 9 N., R. 2 W., 1.M.



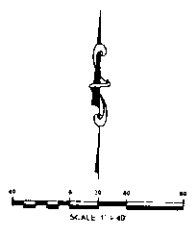
SITE DATA

SITE AREA	193,074 SF
ZONING	44000 AC
USAGE	MISCAL
BLDG. AREA	35,048 SF
IMPERVIOUS AREA	135,831 SF
PERVIOUS AREA	58,243 SF

PARKING SUMMARY

LOT NO.	BLDG. USE & PARKING CALCULATIONS	PARKING REQUIRED	PARKING PROVIDED
1	27,825 SF AT 100/1	85	157
	ACCESSIBLE SPACES (24.1%)	5	6
	CUMULATIVE SPACE (5,000/2)	0	0
	BI-CYCLE SPACES / FIRE RACKS	0/0	0/0

NOTE 1: 1 SPACE PER BED, 1 SPACE PER HOSPITAL STAFF & 3 SPACE PER FAMILY USE.
 NOTE 2: ACCESSIBLE SPACES AND COMPLIANT SPACE ARE INCLUDED BY PARKING # PROVIDED. TWO (2) ACCESSIBLE SPACES ARE DESIGNATED AS VAN SPACES.



- NOTES**
- ALL IMPROVEMENTS WITHIN UTILITY EASEMENTS MAY BE REMOVED BY THE CITY TO PERFORM MAINTENANCE AND REPLACEMENT OF SUCH IMPROVEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
 - PAVING SHALL BE ALLOWED OVER DRAINAGE AND UTILITY EASEMENTS.

NOT BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS.

PRELIMINARY
NOT FOR
CONSTRUCTION

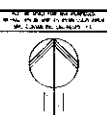
**NORMAN REGIONAL HEALTH SYSTEM
 PORTER CAMPUS SECTION 2**
 PORTER AVENUE & ROBINSON STREET
 NORMAN, OKLAHOMA

SMC
 SMC Consulting Engineers, P.C.
 1000 N. W. 10th St., Suite 200
 Norman, Oklahoma 73061
 Phone: (405) 833-1111
 Fax: (405) 833-1112

PROJECT NO. 18170
 DATE REVISED
 SCALE 1" = 40'
 DRAWN BY: J. B. GIBSON
 CHECKED BY: L. HAYES
 P.C. NUMBER 1000

**FINAL SITE
 DEVELOPMENT PLAN**

SHEET NO.
1



PRELIMINARY PLAT
**NORMAN REGIONAL HEALTH SYSTEM
 PORTER CAMPUS**
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE N.E. 1/4, SEC. 29, T9N, R2W, I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF BLOCKS 1 AND 2, MARWELL ADDITION RECORDED IN BOOK 9 OF PLATS, PAGE 26 AND ALL OF BLOCKS 1 AND 2, CENTER HEIGHTS ADDITION RECORDED IN BOOK 2 OF PLATS, PAGE 10, AREA OF BLOCK 1, NORTHWEST ADDITION RECORDED IN BOOK 4 OF PLATS, PAGE 37 AND ALL OF BLOCKS 1 AND 2, LOTS 1 THROUGH 13, BLOCK 3 AND LOTS 1 THROUGH 17, BLOCK 4, HIGH SCHOOL ADDITION RECORDED IN BOOK 1 OF PLATS, PAGE 37, TOGETHER WITH THE PLATTED STREETS AND ALLEYS LYING WITHIN THE ABOVE DESCRIBED PLATS AND THOSE UNPLATTED PARTS OF THE NORTHWEST QUARTER TRACT OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE NORMAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA ALL LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER:

THENCE SOUTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89°50'00" EAST A DISTANCE OF 429.40 FEET.

THENCE NORTH 00°00'00" WEST A DISTANCE OF 22.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 4, DOCTOR'S PARK NO. 1 RECORDED IN BOOK 8 OF PLATS, PAGE 77 (CEN 10).

THENCE NORTH 89°54'54" EAST, ALONG THE SOUTH LINE OF SAID LOT 1 (EXTENDED), THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF LOT 1, BLOCK 4, DOCTOR'S PARK NO. 1 RECORDED IN BOOK 10 OF PLATS, PAGE 26, A DISTANCE OF 853.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 1. ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID LINE OF FAHNEY TRACT.

THENCE SOUTH 00°00'00" EAST, ALONG THE WEST BOUNDARY OF SAID LOT 1 AND THE EAST LINE OF BLOCK 1 OF SAID CENTER HEIGHTS ADDITION, A DISTANCE OF 853.75 FEET TO THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 853.75 FEET.

THENCE SOUTH 89°54'54" WEST, A DISTANCE OF 850 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF BLOCK 1, NORTHEAST ADDITION (CEN 10).

THENCE SOUTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID BLOCK 1 (EXTENDED), THE EAST LINE OF SAID BLOCK 1 AND SAID WEST BOUNDARY OF SAID LOT 1, A DISTANCE OF 325.00 FEET.

THENCE NORTH 89°54'54" EAST A DISTANCE OF 850 FEET.

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 145.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 4, HIGH SCHOOL ADDITION (CEN 10).

THENCE SOUTH 89°26'27" WEST, ALONG SAID SOUTH LINE (EXTENDED), THE SOUTH LINE OF SAID BLOCK 4 AND THE SOUTH LINE OF BLOCK 3 IN SAID MERIDIAN, A DISTANCE OF 1,025.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 3, ALSO BEING A POINT ON THE EAST BOUNDARY OF SAID LINE OF FAHNEY TRACT.

THENCE NORTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID BLOCK 3, THE WEST LINE OF BLOCK 2 OF SAID HIGH SCHOOL ADDITION, THE WEST LINE OF BLOCK 1, NORTHEAST ADDITION AND SAID EAST BOUNDARY OF SAID LINE, A DISTANCE OF 152.75 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, MARWELL ADDITION.

THENCE SOUTH 89°26'27" WEST, A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 00°00'00" WEST, ALONG SAID WEST LINE, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 1,277,285 SQUARE FEET OR 29.2283 ACRES, MORE OR LESS.

THE BASIS OF SURVEY FOR THIS LEGAL DESCRIPTION WAS THE OKLAHOMA STATE PLAIN COORDINATE SYSTEM (UNDER SOUTH ZONE) USING A BEARING OF SOUTH 00°00'00" EAST ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE NORMAN MERIDIAN.

NOTES:

1. FIRE HYDRANTS, SHALL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
2. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
3. REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
4. ALL PROPOSED SANITARY LINES ARE 8-INCH EXCEPT AS NOTED.
5. ALL PROPOSED WATER LINES ARE 8-INCH EXCEPT AS NOTED.
6. ALL PLUMBING AND/OR HEATING WITHIN BLDGS. OR BAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE SUBMITTED BY THE PROPERTY OWNER'S ASSOCIATION.
7. EXISTING ZONING IS BARRIED WITH INTERIOR COMMERCIAL, SINGLE FAMILY DWELLING, AND OFFICE INTERMEDIATE, WITH A PROPOSED CHANGE TO PUD.
8. THE EXISTING UTILITY SERVICE AT THE NORTHEAST CORNER OF THE PROPOSED MERIDIAN AND TBA STREET INTERSECTION SHALL BE ALLOWED TO REMAIN IN ITS CURRENT LOCATION AS LOCATED ON THIS PLAN.
9. PARKING SHALL BE ALLOWED OVER DRIVEWAY AND DRIVEWAY EXHAUSTS.

STORM DRAINAGE DETENTION FACILITY EASEMENT

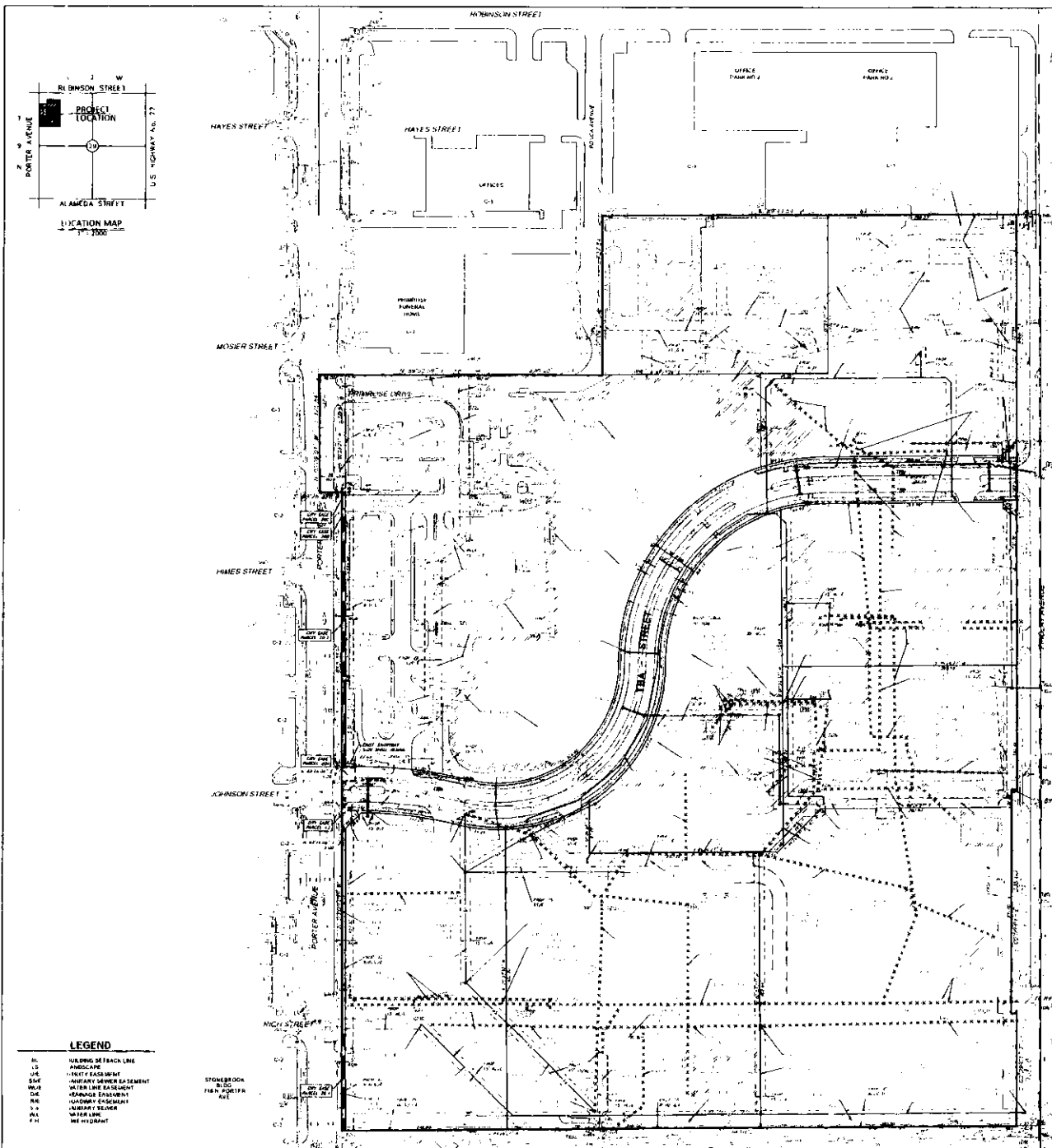
DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFICIAL WATER AND COLLECTION OF SEWERS BY THE CITY ENGINEER. ALL MEASUREMENTS WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RESPONSIBILITY AND RESPONSIBILITY OF THE PROPERTY OWNER'S ASSOCIATION IN SUBJECT TO OTHER DRAINAGE EASEMENTS AND UTILITIES TO BE IN PLACE AT THE TIME OF PUBLIC OFFERING BY THE CITY ENGINEER. EXISTING UTILITIES SHALL BE RELOCATED BY THE PROPERTY OWNER'S ASSOCIATION. THE PROPERTY OWNER'S ASSOCIATION SHALL HAVE THE RIGHT TO LATER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY, WITH REASONABLE NOTICE AND/OR FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS' ASSOCIATION. ANY CONSTRUCTION APPROVED BY THE ENGINEER PROVIDED THE APPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DRAINAGE FACILITY.

LOT SUMMARY TABLE			
LOT	BLOCK	AREA (SQ. FT.)	AREA (ACRES)
1	1	17,671	0.40
2	1	180,212	4.10
3	1	192,388	4.41
4	1	84,041	1.92
5	1	85,380	1.94
6	1	52,942	1.20
7	2	163,857	3.72
8	2	17,438	0.40
9	2	173,400	3.94
TOTAL		1,027,777	23.32

TBA STREET CURVE TABLE					
CURVE #	BEARING	LENGTH	DELTA	TANGENT	CHORD BEARING
C1	S62.00°E	137.32	149.831°	76.81	S 82°13'00" E
C2	S75.00°E	242.70	104.310°	177.77	S 75°00'00" E
C3	S72.00°E	320.00	88.9424°	229.92	S 72°00'00" E

OWNER / DEVELOPER: NORMAN REGIONAL HEALTH SYSTEM, AUTHORITY ON DRUGHOUSE BUILDING, 2003 678/6
 PREPARED BY: SMC CONSULTING ENGINEERS, P.C. 815 N. MAIN ST. OKLAHOMA CITY, OKLAHOMA 73102 (505) 232-7710

THE CITY OF NORMAN, OKLAHOMA is incorporated corporation.



LEGEND

- HL - WALKING DETRACK LINE
- LS - LANDSCAPE
- - EASEMENT
- SUR - SURFACE
- MSUR - MEASUREMENT SURFACE
- DR - DRAINAGE
- SW - SANITARY WASTE
- HW - HOT WATER
- PH - PLUMBING

STONEBROOK BLOCK 178 N. PORTER AVE

PRELIMINARY NOT FOR CONSTRUCTION

NORMAN REGIONAL HEALTH SYSTEM - PORTER CAMPUS
 PORTER AVENUE & ROBINSON STREET
 NORMAN, OKLAHOMA



PREPARED BY: SMC CONSULTING ENGINEERS, P.C. 815 N. MAIN ST. OKLAHOMA CITY, OKLAHOMA 73102 (505) 232-7710

PRELIMINARY PLAT



August 17, 2022

City of Norman
 City Council
 201 West Gray
 Norman, OK 73069

**RE: Final Plat of Norman Regional Health System Porter Campus Section 2
 Request for Deferral of Construction and Waiver of Fees**

Dear City of Norman,

We submit the following request for deferral of certain public improvements and waiver of associated deferral fees on behalf of our client, Norman Regional Hospital Authority, an Oklahoma public trust ("NRHA"). This request is part of the submittals for approval of the Final Plat of Norman Regional Health System Porter Campus Section 2 ("Plat"). As requested by City Staff, the Plat includes a portion of Wellness Way, which is a future public road that will serve the entirety of the Porter Campus as contemplated by the Porter Campus PUD and preliminary plat recently approved by City Council. The eventual construction of Wellness Way will require demolition of improvements required for the continued operation of the existing Norman Regional Hospital located on the Porter Campus.

In order to continue the development of the Porter Campus in a manner consistent with the phasing allowance enumerated in the Porter Campus PUD, while still ensuring continued operation of the existing Norman Regional Hospital, NRHA requests approval of deferment of all required public improvements associated with Wellness Way at this time. Additionally, NRHA requests waiver of any and all fees, expenses, or sureties associated with such deferment request. This request for deferment of public improvements associated with Wellness Way, and waiver of any and all fees associated therewith, is integral to the request for the Plat. Therefore, if City Council rejects the requests enumerated herein, NRHA rescinds its application for City Council's approval of the Plat at this time.

NRHA will provide construction drawings to City Staff for the public improvements associated with the portion of Wellness Way contained in the Plat within 90 days from City Council approval of the Plat. Construction of the portion of Wellness Way will occur once NRHA is able to relocate its operations in the existing Norman Regional Hospital and continue development of the Porter Campus in a manner consistent with the Porter Campus PUD. Please feel free to reach out with any questions that you may have with this request.

Sincerely,
RIEGER LAW GROUP, PLLC

A handwritten signature in blue ink, appearing to read 'G-B Joyce'.

GUNNER B. JOYCE
Attorney at Law

Sean Paul Rieger
Attorney • Architect • Broker

Daniel L. Sadler
Attorney at Law

Gunner B. Joyce
Attorney at Law

Keith A. Barrett
Attorney at Law

Kendra D. Strecter
Attorney at Law

Engineer's Estimate
 Norman Regional Health System Porter Campus Section 2
 Wellness Way (Phase 1) Public Improvements
 Norman, Cleveland County, OK

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COSTS	TOTAL
PAVING					
1	8" P.C. Concrete - Dowel Jointed	SY	1,016	\$ 54.00	\$ 54,864
2	6" Stabilized Subgrade with 12% CKD	SY	1,213	\$ 9.60	\$ 11,645
3	6" Curb and Gutter	LF	670	\$ 18.50	\$ 12,395
4	Concrete Driveway with 6" Integral Curb	SY	145	\$ 58.00	\$ 8,410
5	"V" Curb Markings	EA	3	\$ 20.00	\$ 60
6	4" Concrete Sidewalk	SY	265	\$ 58.00	\$ 15,370
7	Accessible Ramps	SY	18	\$ 58.00	\$ 1,044
8	Tactile Warning Surface Applied Mat (2'L x 5'W)	SF	50	\$ 18.00	\$ 900
9	Unclassified Excavation	CY	500	\$ 8.75	\$ 4,375
10	Embankment	CY	300	\$ 18.00	\$ 5,400
11	Proof Rolling	SY	1,213	\$ 2.80	\$ 3,396
12	Testing	LS	1	\$ 3,500.00	\$ 3,500
13	Sawcut Pavement (Concrete)	LF	50	\$ 5.20	\$ 260
14	Asphalt, Concrete, C/G Removal	SY	1,207	\$ 48.00	\$ 57,936
Paving Subtotal					\$ 179,555
SIGNING & STRIPING					
1	Structural Concrete	CY	0.06	\$ 755.00	\$ 45
2	Sheet Aluminum Signs	SF	5.00	\$ 26.00	\$ 130
3	Square Steel Sign Post	LF	12	\$ 9.50	\$ 114
4	Traffic Stripe (4 inch wide) Yellow	LF	30	\$ 4.25	\$ 128
5	Traffic Stripe (24 inch wide) White	LF	18	\$ 9.00	\$ 162
6	Labor & Miscellaneous	LS	1	\$ 1,500.00	\$ 1,500
Signing & Striping Subtotal					\$ 2,079
STORM SEWER					
1	18" RCP	LF	60	\$ 65.00	\$ 3,900
2	STD. Design 2-1 Inlet (2 Grates & 4 Hoods)	EA	2	\$ 6,200.00	\$ 12,400
3	4' DIA. MANHOLE	EA	2	\$ 4,500.00	\$ 9,000
4	Connect to Existing Storm Sewer	LS	1	\$ 4,200.00	\$ 4,200
5	Type "A" Aggregate Backfill	TON	35	\$ 40.00	\$ 1,418
6	Testing	LS	1	\$ 12,500.00	\$ 12,500
Storm Sewer Subtotal					\$ 43,418
WATERLINES (PUBLIC)					
1	Remove Existing 6" Waterline	LF	210	\$ 12.00	\$ 2,520
2	8" C-900 DR18 WATERLINE	LF	210	\$ 28.00	\$ 5,880
3	6" C-900 DR18 WATERLINE	LF	44	\$ 25.00	\$ 1,100
4	CONNECT TO EXIST. 6" WATERLINE	EA	1	\$ 500.00	\$ 500
5	8" GATE VALVE & BOX	EA	1	\$ 1,280.00	\$ 1,280
6	6" GATE VALVE & BOX	EA	2	\$ 980.00	\$ 1,920
7	8"x6" TEE	EA	1	\$ 500.00	\$ 500
8	8"x22.5" BEND W/MEGA LUGS	EA	2	\$ 425.00	\$ 850
9	FIRE HYDRANT	EA	1	\$ 2,500.00	\$ 2,500
10	FIRE HYDRANT RISER	EA	1	\$ 520.00	\$ 520
11	TYPE 'A' AGGREGATE BACKFILL	TON	66	\$ 50.00	\$ 3,304
12	TESTING & DISINFECTION	LS	1	\$ 2,000.00	\$ 2,000
Waterlines Subtotal					\$ 22,874
EROSION CONTROL					
1	Stabilized Construction Exit	EA	1	\$ 2,000.00	\$ 2,000
2	Fibermat Inlet Barrier	EA	1	\$ 100.00	\$ 100
3	Temporary Silt Fence (Wire Backed)	LF	500	\$ 2.80	\$ 1,400
4	Construction Washout Area	EA	1	\$ 1,500.00	\$ 1,500
5	Barricade with Rock Bags	EA	1	\$ 500.00	\$ 500
6	Solid Slab Sod	SY	545	\$ 4.10	\$ 2,235
7	SWPPP Information Sign	EA	1	\$ 500.00	\$ 500
Erosion Control Subtotal					\$ 8,235
SUB-TOTAL					\$ 256,160
5% Contingency					\$ 12,808
					\$ 268,968
SOFT COSTS					
	Mobilization			\$	5,000
	Staking and Asbuilts			\$	7,500
	Traffic Control			\$	5,000
	Inspection fees			\$	3,631
	Maintenance Bonds			\$	4,035
Soft Costs Subtotal					\$ 25,166
WELLNESS WAY (PHASE 1) PUBLIC IMPROVEMENTS TOTAL					\$ 294,134
Engineering					\$ 18,828

Engineer of Record:

Terence L. Haynes

Terence L. Haynes, P.E. #16820

Dated: 08/17/2022





office memorandum

Date: August 19, 2022

To: Development Committee

From: Shawn O'Leary, Director of Public Works

Subject: Deferral of Street Paving, Drainage and Sidewalk Improvements
Norman Regional Health System Porter Campus Section 2, a
Planned Unit Development

Norman Regional Health System Porter Campus Section 2, a Planned Unit Development is generally located one-quarter mile south of Robinson Street and 250-feet east of Porter Avenue. As part of the required improvements, the developer would construct street paving, drainage and sidewalks improvements for a new public street named "Wellness Way".

The applicant has requested deferral of the above street improvements and waiver of the cost of the deferral. The request for deferral is fairly common. The request for waiver of deferral fee is uncommon

Section 19-602B1, entitled "Subdivision Regulations, Deferral of Public Improvements", of the City Code indicates: *It is the purpose of this section to provide, in specific cases, as are hereinafter designated, a procedure whereby the City Council may temporarily defer the construction of certain public improvements required by the Code of the City of Norman at the time of acceptance of a final plat within a subdivision; provided that the City Council, in its sole judgment, deems that such deferment shall be immediately in the interest of public health, safety, or general welfare.*

Section 19-602B2, entitled "Subdivision Regulations, Deferral of Public Improvements", of the City Code indicates: *The City Council, after recommendation from the Director of Public Works, may accept a final plat and authorize the issuance of building permits prior to the construction of such deferred public improvements required by the Code of the City of Norman in the following situations: (a) Where incompatible grades exist; (b) Where there are inadequate or a lack of connecting facilities; (c) Where construction of the improvement would not immediately function for its intended use; or (d) Where such improvement would be replaced by a planned future project.*

Item (c) above appears to support the applicants request for the deferral of the street improvements for Wellness Way. It is reasonable to say that construction of the small portion of Wellness Way adjacent to the Final Plat for Section 2 will not immediately function for its intended use for two reasons, (1) the remainder of Wellness Way will not be constructed at this time and (2) the existing pavement for Johnson Street is still in place and will serve as an adequate paved access to the proposed Behavioral Health Facility until Wellness Way is fully constructed at a later date.

With regard to the applicant's request for a waiver of the deferral fee, the City's Code of Ordinances does not currently allow a waiver. Staff has no record of a previous request for such a waiver. Staff has no record of a previous request for such a waiver from NRHS or any other private developer. In fact, NRHS is currently paying in full for all public improvements on the hospital expansion at the Tecumseh Road campus. The cost estimate submitted by the applicant's engineer for the small portion of Wellness Way that is included in this Final Plat is \$312,962. Therefore the applicant is requesting a waiver of that amount and presumably agreeing to pay for the entire construction of Wellness Way at a later with full development of the NRHS Porter Campus Addition.

KID

cc: Darrel Pyle, City Manager
Jane Hudson, Director of Planning and Community Development
Chris Mattingly, Director of Utilities
Scott Sturtz, City Engineer
Lora Hoggatt, Planning Services Manager
Ken Danncr, Subdivision Development Manager

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2223-1

DATE:
August 19, 2022

STAFF REPORT

ITEM: Consideration of a final plat for **NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located one-quarter mile south of Robinson Street and approximately 250-feet east of Porter Avenue.

INFORMATION:

1. Owner. Norman Regional Hospital Authority.
1. Developer. Norman Regional Hospital Authority.
2. Engineer. SMC Consulting Engineers, PC.

HISTORY:

1. July 1, 1909. The final plat for High School Addition was filed of record with the Cleveland County Clerk
2. May 20, 1913. City Council adopted Ordinance No. 209 annexing a portion of this property into the Norman Corporate City limits without zoning.
3. December 10, 1921. The final plat for Whitwell Addition was filed of record with the Cleveland County Clerk.
4. September 8, 1925. The final plat for Northeast Addition was filed of record with the Cleveland County Clerk.
5. March 28, 1939. The final plat for Griffin Heights Addition was filed of record with the Cleveland County Clerk.
6. October 13, 1942. City Council adopted Ordinance No. 627 annexing a portion of this property into the Norman Corporate City limits without zoning.
7. February 9, 1943. City Council adopted Ordinance No. 626 annexing a portion of this property into the Norman Corporate City limits without zoning.

HISTORY (CONT.)

8. July 13, 1954. City Council adopted Ordinance No. 884 placing this property in R-1, Single-Family Dwelling District and C-3, Intensive Commercial District.
9. February 24, 1959. City Council adopted Ordinance No. 1130 vacating certain easements in Griffin Heights Addition.
10. November 26, 1963. City Council adopted Ordinance No. 1594 vacating a portion of Ponca Avenue north of Johnson Street.
11. October 14, 1969. City Council adopted Ordinance No. 2232 closing and vacating Griffin Avenue north of Johnson Street.
12. January 12, 1988. City Council adopted Ordinance No. O-8788-25 closing Johnson Street between Porter Avenue and Findlay Avenue; Ponca Avenue between Johnson Street and Rich Street and the 20' right-of-way (alley) south of Johnson Street between Porter Avenue and Findlay Avenue.
13. August 12, 1999. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in the O-1, Office-Institutional District and removed from R-1, Single-Family Dwelling District.
14. October 12, 1999. City Council adopted Ordinance No. O-9900-9 placing a portion of this property in the O-1, Office-Institutional District and removing it from R-1, Single-Family Dwelling District.
15. May 11, 2000. Planning Commission, on a vote of 7-0, recommended to City Council that a portion of this property be placed in the O-1, Office-Institutional District and removed from R-1, Single-Family Dwelling District.
16. June 13, 2000. City Council adopted Ordinance No. O-9900-52 placing a portion of this property in the O-1, Office-Institutional District and removing it from R-1, Single-Family Dwelling District.
17. June 13, 2000. City Council adopted Ordinance No. O-9900-53 closing a portion of Rich Street from Porter Avenue to 90-feet west of Findlay Avenue and a portion of Ponca Avenue from the south line of Rich Street south to the 20-foot right-of-way (alley), for a distance of 140-feet.
18. July 10, 2001. City Council adopted Ordinance No. O-0001-70 closing part of Ponca Avenue from a point beginning 432.35 feet north of Johnson Street thence running north for a distance of 175-feet.
19. November 14, 2002. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in the O-1, Office-Institutional District and removed from R-1, Single-Family Dwelling District.

HISTORY (CONT.)

20. December 17, 2002. City Council adopted Ordinance No. O-0203-18 placing a portion of this property in the O-1, Office-Institutional District and removing it from R-1, Single-Family Dwelling District.
21. December 17, 2002. City Council adopted Ordinance No. O-0203-17 closing a portion of Rich Street from Findlay Avenue west for a distance of 90-feet.
22. December 9, 2021 (Special Meeting). The Norman Board of Parks Commissioners recommended a fee in lieu of park land requirements for Norman Regional Health System Porter Campus Addition, a Planned Unit Development with any potential residential component.
23. December 9, 2021. Planning Commission, on a vote 7-0, recommended amending the NORMAN 2025 Land Use and Transportation Plan from Office Designation to Mixed Use Designation
24. December 9, 2021. Planning Commission, on a vote of 7-0, recommended placing this property in the PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District, C-3, Intensive Commercial District and O-1, Office-Institutional District
25. December 9, 2021. Planning Commission, on a vote of 7-0, recommended to City Council the approval of the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development.
26. December 9, 2021. Planning Commission, on a vote of 7-0, recommended to City Council closing 20' right-of-way (alley), a portion of Ponca Avenue and Griffin Avenue.
27. January 25, 2022. City Council approved amending the NORMAN 2025 Land Use and Transportation Plan placing this property in the Mixed Use Designation and removing it from Office Designation.
28. January 25, 2022. City Council adopted Ordinance No. O-2122-29 placing this property in the PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District, C-3, Intensive Commercial District and O-1, Office-Institutional District.
29. January 25, 2022. City Council adopted Ordinance No. O-2122-30 closing 20' right-of-way (alley), a portion of Ponca Avenue and Griffin Avenue.
30. January 25, 2022. City Council approved the preliminary plat for Norman Regional Health System Porter Campus, a Planned Unit Development

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. There are existing sanitary sewer mains that are in conflict with the proposal and will be abandoned.
4. Sidewalks. A sidewalks will be constructed adjacent to Wellness Way. The attorney for the applicants is requesting deferral of the improvement and waiver of the deferral cost regarding the construction of the sidewalk.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed. Storm water runoff will be conveyed to an existing drainage system located south of this property.
6. Streets. Wellness Way will be constructed in accordance with approved plans and City standards. The applicant is requesting deferral of the street improvement and waiver of the deferral cost at this time.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. There are existing water lines that are in conflict with the proposal and will be abandoned.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, final site development plan and final plat are attached.

STAFF COMMENTS AND RECOMMENDATION: The engineer for the developer has requested the Development Committee review and approve the program of public improvements, final site development plan and final plat for Norman Regional Health System Porter Campus Section 2, a Planned Unit Development and submit to City Council for consideration.

The attorney for the developers is requesting deferral of street paving, drainage and sidewalk improvements and waiver of deferral cost in connection with Wellness Way. A memorandum from the Director of Public Works is included.

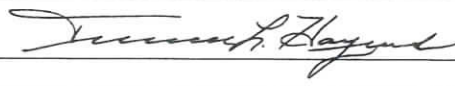
This property consists of 4.4496 acres with one (1) lot. The proposal is Behavioral Health Facility.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 05/27/2022

Part I: To be Completed by Applicant:

1. Applicant(s):
Norman Regional Hospital Authority, an Oklahoma public trust

- Signature of Applicant(s):
TERENCE L. HAYNES, P.E., AGENT FOR APPLICANT 
SMC CONSULTING ENGINEERS, P.C.

- Telephone Number and Address:
815 WEST MAIN, OKLAHOMA CITY, OK 73106
405-232-7715

2. Project Name and Legal Description:
Norman Regional Health System Porter Campus Section 2, a PUD
A part of the NW/4 of Section 29, T9N, R2W of the I.M.

3. Action Request of Development Committee:
REQUEST DEVELOPMENT COMMITTEE APPROVAL OF THE FINAL PLAT, FINAL SITE DEVELOPMENT PLAN AND ASSOCATED PUBLIC IMPROVEMENTS.

Part II: To Be Completed by Development Committee:


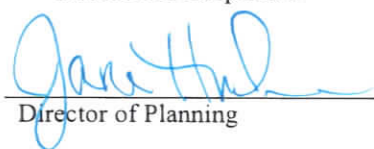
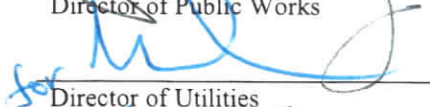
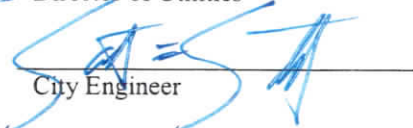
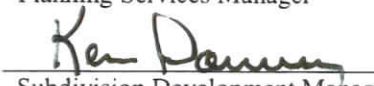
Development Committee Met on: August 19, 2022

Development Committee Findings:

The engineer for the developers has made a request to the Development Committee to approve the program of public improvements, final site development plan and final plat for Norman Regional Health System Porter Campus Section 2, a PUD. Public include street paving, sanitary sewer, water, drainage and sidewalk.

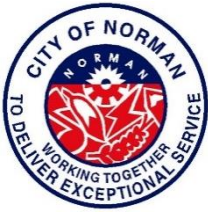
Development Committee Recommendations:

Upon approval by the Development Committee, the final site development plan and final plat will be submitted to City Council for consideration.

		Record of Acceptance:			
		Yes	No	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director of Public Works			Director of Planning		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Director of Utilities			Planning Services Manager		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
City Engineer			Subdivision Development Manager		

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-34: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HCR MANORCARE, INC., SUCCESSOR-IN-INTEREST TO FOUR SEASONS NURSING CENTER, INC., IN THE AMOUNT OF \$2,450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET, PLUS CLOSING COSTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE PURCHASE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-34: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HCR MANORCARE, INC., SUCCESSOR-IN-INTEREST TO FOUR SEASONS NURSING CENTER, INC., IN THE AMOUNT OF \$2,450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET, PLUS CLOSING COSTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE PURCHASE.

BACKGROUND:

In the July 2021 City Council Retreat, the Council programmed authorized uses for approximately \$22,400,000 in American Rescue Plan Act (“ARPA”) funds. Among these programmed uses was a planned allocation of \$4,500,000 to expand affordable housing options in the City of Norman. Approximately \$1,900,000 was programmed to be allocated for the renovation of the 718 North Porter building (to be acquired from the Norman Regional Health System).

In response to Council’s prioritization of affordable housing, City Staff has identified 1210 West Robinson as a potential property that could be renovated to provide affordable housing. The building at 1210 W. Robinson has previously been operated as a nursing home, but has been vacant and on the market for a number of years. In the spring of 2022, City Staff began exploring the property’s potential, leading to City Council holding an executive session on July 12, 2022 to discuss the property.

DISCUSSION:

The property was built in 1968, and underwent a \$5 million conversion from a skilled nursing facility to a long term, acute care hospital, operated by Norman Regional Health System, in 2005. Since 2015, the property has been on and off the market. After a potential sale to a private party in December of 2021 was unsuccessful, the property was relisted at \$4 million. In the spring of 2022, the City obtained an appraisal of the property, which valued the property at \$2.45 million. The City submitted an offer for the appraised value, which was accepted by the seller.

The facility is 39,665 square feet and houses 50 bedroom units, a full commercial kitchen, and ancillary facilities consistent with the proposed use. Located on 2.34 acres and zoned RM-6, the property could be rehabilitated to accommodate affordable housing units. The City enlisted JHBR Architects of Oklahoma City to provide a preliminary architectural design proposal, which estimated renovations to cost \$3-5 million, dependent on final configuration. The end use will be a combination of studio and one-bedroom apartments to be utilized as permanent housing, with rents capped at levels established as eligible for income assistance under the Housing Act of 1937, Section 8.

The terms of the Purchase and Sale Agreement include a purchase price of \$2,450,000. A separate Council action (Resolution R-2223-26) will be considered to appropriate the programmed ARPA entitlement funds for the purchase and estimated rehabilitation costs. Upon approval of the Agreement, the City will transfer \$25,000 in earnest money, which will be credited to the purchase price at closing. The City will have an inspection period of sixty days, which can be extended by the City for an additional 30 days, if needed.

With approval of this agreement, City Staff will conduct due diligence inspections of the property and work towards closing on the property to effectuate the transfer of title.

RECOMMENDATION:

Staff recommends that City Council approve Contract K-2223-34, the Purchase and Sale Agreement, contingent on the City Attorney's approval of final signatures from the Seller, to purchase 1210 West Robinson for \$2,450,000 and authorizing the City Manager to execute any documents on behalf of the City of Norman to complete the sale process.

K-2223-34

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between HCR ManorCare, Inc., successor-in-interest to Four Seasons Nursing Center, Inc., hereinafter referred to as “Seller”, and the City of Norman, Oklahoma, hereinafter referred to as referred to as “Buyer.”

CONDITION PRECEDENT

This Agreement shall not be effective or binding on Buyer until such time as this Agreement is duly adopted by the Council of the City of Norman and becomes effective, the “Effective Date”. Upon the Effective Date, this Agreement shall be binding on Buyer and Seller in accordance with its terms.

If the Effective Date does not occur by August 25, 2022, Seller may terminate this Agreement upon written notice to Buyer.

1. **Sale Agreement.** Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the 2.34 acres of property described and/or depicted on Exhibit A hereto (the “**Land**”), which includes a building of approximately 39,665 SF situated at 1210 W. Robinson St, Norman, OK 73069 in Cleveland County, Oklahoma, together with all improvements thereon and all appurtenances thereunto belonging, all beneficial easements and other interests and rights of Seller which are appurtenances to the Land, including, but not limited to, all right, title, and interest, if any, of Seller in and to any land lying in any street, road, or avenue in front of, within, adjacent to, or adjoining the Land (collectively referred to herein as the “**Property**”).
2. **Purchase Price.** Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by Buyer to Seller for the Property is Two Million Four Hundred Fifty Thousand and no/100 Dollars (\$2,450,000.00) (the “**Purchase Price**”) which Purchase Price shall be paid as follows:
 - 2.1 **Earnest Money.** Within three (3) days after the Effective Date Seller and Buyer, Buyer shall deposit Twenty-Five Thousand and no/100 Dollars (\$25,000.00) (the “**Earnest Money Deposit**”) with Chicago Title of Oklahoma, 210 Park Avenue, Oklahoma Tower, Suite 210, Oklahoma City, OK 73102; Attention: Dawn Brooks (the “**Title Agent**”). Buyer shall be given credit toward the purchase price for the Earnest Money Deposit at Closing.
 - 2.2 **Balance at Closing.** The balance of the Purchase Price shall be paid to Seller by cashier’s check or wired funds at Closing.

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3. **Inspection Period and Contingency.** This Agreement and the obligation of Buyer to close are expressly made conditional upon Buyer's determination in Buyer's sole discretion that the Property is suitable for Buyer's purposes. In order to permit Buyer to make this determination, Seller agrees to permit Buyer and Buyer's representatives to have access to the Property to perform any and all inspections as Buyer shall require, including, but not limited to, geological soil tests, mechanical studies, environmental assessments, surveys and engineering studies, and property surveys. To the extent permitted by law, Buyer agrees to repair any damage caused by such testing and further agrees to indemnify and hold Seller harmless from any liability, claims or demands of any nature whatsoever arising out of the conduct of such tests; provided, however, Buyer shall not be required to indemnify Seller for any negligence or willful misconduct of Seller or for the mere discovery of existing conditions. An agent of Seller has the right to be present at any inspections. During this period, Buyer shall determine to Buyer's satisfaction:
- (a) Whether sufficient utility service will be available at the Property boundary line;
 - (b) Whether the soil conditions of the Property are satisfactory;
 - (c) Whether the drainage on the Property is satisfactory;
 - (d) Whether there are portions of the Property that are not capable of usage, because of flood plain or wetlands restrictions;
 - (e) Whether the applicable municipal ordinances or county requirements will permit the usage of the Property in the manner desired by Buyer;
 - (f) Whether there are any Hazardous Materials on the Property;
 - (g) Whether access to the Property is satisfactory; and
 - (h) Whether there are any other conditions which will render the Property unsuitable for Buyer's purposes.

Buyer shall have Sixty (60) days from the Effective Date to determine if the Property is satisfactory (as the same may be extended, the "***Inspection Period***"). Buyer may extend the Inspection Period for an additional thirty (30) days upon written notice to Seller received by Seller prior to the expiration of the Inspection Period. Prior to the end of the Inspection Period, Buyer may terminate this agreement for any reason by notifying Seller in writing prior to the expiration of the Inspection Period, and this Agreement shall thereby terminate and the Earnest Money Deposit shall be refunded to Buyer. If Buyer does not terminate this Agreement during the Inspection Period, Buyer shall be deemed to have waived all objections to the condition of the Property, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

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Upon termination of this agreement by Buyer (i.e., if the Closing does not occur), Buyer shall furnish to Seller complete copies of all reports and other documentation relating to the Property created for Buyer by third-parties in connection its inspections, investigation and other due diligence with respect to the Property.

4. Title.

4.1. **Title Commitment; Title Policy; Permitted Exceptions.** Within Twenty (20) days after the effective date hereof, Seller shall provide to Buyer a commitment (the "***Commitment***") for an owner's title insurance policy in the face amount of the Purchase Price ("***Title Policy***") covering the Property, issued by a national title insurance company, showing "title of record" to the Property to be in Seller. The Commitment covering the Property shall be in the amount of the Purchase Price and shall be accompanied by copies of all instruments creating exceptions, including easements, restrictions, reservations, rights-of-way or other conditions, if any, affecting the Property ("***Title Documents***") and shall show that Seller can convey good and marketable title to the Property to Buyer free and clear from all liens and encumbrances except for (a) easements, agreements and restrictions of record, (b) real estate taxes and installments of assessments not yet due and payable, (c) zoning ordinances, (d) liens or encumbrances to be cancelled or released by Seller at Closing. Items (b), (c) and (d), those easements, agreements and restrictions of record to which Buyer has not objected or, to which Buyer has objected in its Title Objection Notice but to which objection Buyer has agreed to waiver pursuant to Section 4.2 below, and State and Municipal building laws, ordinances and regulations, zoning laws, ordinances and resolutions, legal highways, and easements which would be identified by a survey are collectively referred to in this Agreement as the "***Permitted Exceptions***" in this Agreement.

4.2. **Objections to Title of Record.** Within fourteen (14) days after Buyer's receipt of the Commitment and Title Documents, Buyer shall furnish to Seller written notification of any objections to or defects in the title of record (the "***Title Objection Notice***"). Seller may elect to not remove any title matters other than liens and other financial encumbrances. If Seller fails to notify Buyer in writing within ten (10) days after Buyer's Title Objection Notice that Seller will cure title matters described in Buyer's Title Objection Notice, Seller will be deemed to have determined that Seller will not cure the matters in Buyer's Title Objection Notice, in which case Buyer may (i) terminate this Agreement and obtain the return of the Earnest Money Deposit; or (ii) waive the defects and proceed to Closing. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived all objections furnished to Seller in the Title Objection Notice that Seller has not agreed to remove, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

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5. **Warranties of Seller.** Seller represents, covenants, and warrants the following as of the date of this Agreement and as of the Closing Date:
- 5.1 **Ownership.** Seller is the owner of the Property and is authorized to enter into this Agreement.
- 5.2 **Validity of Documents.** This Agreement has been duly executed and delivered by Seller, and is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 5.3 **Rights in Subject Property.** There are and will, on the date of closing, be no options, purchase contracts, leases or other agreements of any kind or nature, written or oral, whereunder or whereby any person has or could claim or assert any right, title or interest in any of the Property with the exception of the Leases, copies of which have been provided to Buyer. After the date hereof and for so long as this Agreement remains in effect, Seller shall not grant any leases, easements or rights of way in, on, over or across the Property without obtaining the prior written consent of Buyer.
- 5.4 **No pending litigation.** There is no pending litigation or expropriation proceedings in relation to the property.
6. **Disclaimer of Additional Warranties.** WITH THE EXCEPTION OF THE WARRANTIES IN PARAGRAPH 5 AND THE WARRANTY OF TITLE CONTAINED IN THE DEED, BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN “AS IS WITH ALL FAULTS” BASIS, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION AND TO THE EXTENT OF THE LAW: (i) the quality, nature, adequacy and physical condition of soils, geology and any groundwater; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; (iii) the Property’s suitability for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restriction on use of the Property; (v) the compliance of the Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; and (vi) the presence or removal of Hazardous Materials on, under or about the Property or any neighboring property.
7. **Time and Place of Closing.** Unless extended by written agreement, closing will occur on or before Thirty (30) days after the expiration of the Inspection Period, as the same may be extended (the “*Closing Date*”) at the offices of the Title Agent.
8. **Seller’s Deliveries at Closing.** At Closing Seller shall deliver or cause to be delivered to Buyer the following:

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- 8.1 **Deed.** A duly executed and acknowledged Special Warranty Deed conveying to Buyer title of record to the Property subject only to the Permitted Exceptions.
- 8.2 **Affidavit of Nonforeign Status.** An Affidavit of Nonforeign Status, in form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto.
- 8.3 **Affidavit of Debts, Liens and Parties in Possession.** An affidavit executed by Seller in form acceptable to Buyer and the title insurance company to the effect that Property is free from claims, mechanic's, materialman's or labor liens.
- 8.4 **Possession.** Sole and exclusive possession of the Property, subject only to the Permitted Exceptions.
- 8.5 **Other Submissions.** Such other documents and papers as may be reasonably required by Buyer and the Title Agent in order to close this transaction.
- 8.6 **Title Insurance.** The Title Policy (or a pro forma commitment issued by a title insurer to issue the same dated through the date of the Closing and showing the Buyer as the fee simple owner of the Property) in the face amount of the Purchase Price, issued through the Title Agent, insuring good and marketable fee simple title in the name of the Buyer, subject only to the Permitted Exceptions and such standard exceptions as Seller cannot have deleted by affidavit as provided herein;
- 8.7 **Payment of Closing Costs.** In addition to any other amounts payable by Seller hereunder, Seller shall pay (i) the cost and expenses necessary to release any liens or encumbrances in order to convey the required title, (ii) all conveyance and transfer fees charged by the applicable governmental authorities, (iii) the cost of all search fees, copying costs, and one-half of the premium costs and related charges imposed by the Title Agent to issue an Title Policy, (iv) costs of the Title Agent customarily charged to sellers for commercial property closings in the City of Norman, Oklahoma, and (v) one-half of the charges of the Title Agent to complete the Closing.
9. **Buyer's Deliveries at Closing.** At closing Buyer shall deliver or cause to be delivered to Seller:
- 9.1 **Purchase Money.** Buyer shall cause the Title Agent to issue its check to the Seller in the amount due by Buyer in payment of the portion of the Purchase Price payable at Closing, and adjusted for any credits, pro-rations or other adjustments required under this Agreement or hereafter agreed upon by Buyer and Seller.
- 9.2 **Record Deed.** Cause the Deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns to be delivered to the appropriate offices promptly after Closing.

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- 9.3 Other Documents.** Execute and deliver any other documents required by this Agreement to be delivered by Buyer.
- 9.4 Payment of Closing Costs.** In addition to any other amounts payable by Buyer hereunder, Buyer shall pay (i) the costs to record the Deed and other conveyance instruments to be recorded at Closing, and (ii) the costs of the Title Policy in excess of the amount payable by Seller under this Agreement and the incremental cost, if any, for extended coverage, for any endorsements desired by Buyer, (iii) costs of the Title Agent customarily charged to buyers for commercial property closings in the City of Norman, Oklahoma, and (iv) one-half of the charges of the Title Agent to complete the Closing.
- 10. Prorations.** All matured and unmatured special assessments and all Property taxes for years preceding the year of Closing, if any, shall be paid by Seller. All of such assessments and ad valorem taxes on the Property for the year of Closing shall be prorated between the parties to the Closing Date. Notwithstanding anything in this Agreement which may appear to the contrary, Seller shall be obligated to pay all rollback taxes and other assessments relating to any period prior to the Closing date, which obligation shall survive the Closing.
- 11. Eminent Domain.** In the event any eminent domain proceedings shall be commenced with respect to the Property prior to the Closing Date, or in the event Buyer shall be advised by any agency having eminent domain powers that a condemnation of all or any portion of the Property is contemplated, Buyer, at its option, may:
- (i) Terminate this Agreement, in which event the Earnest Money Deposit shall be refunded to Buyer and the parties shall be relieved of all obligations hereunder; or
 - (ii) Continue this Agreement in force, in which event any condemnation proceeds received by Seller prior to the Closing Date shall be paid over to Buyer on the Closing Date, and if Seller has not received any proceeds then Seller shall assign its rights to such proceeds to Buyer.
- 12. Brokerage.** Seller is responsible for the payment of a real estate brokerage commission of 6% of the Purchase Price to be paid to Fleske Holding Company and Jones Lang LaSalle (split equally – 3% each). The parties represent and warrant to the other that except for the brokers referenced neither party has used the services of any real estate broker, agent or finder in connection with this transaction and each agrees to indemnify and hold the other harmless from all claims of any broker, agent or finder arising by reason of the indemnifying parties breach of this representation and warranty.
- 13. Default.** If Buyer fails to close the sale of the Property, unless excused by a condition hereof, Seller may retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy, it being agreed that it would be impracticable or extremely difficult to assess the amount of damages to be sustained by Seller. If Seller fails to close or otherwise defaults under this Agreement, unless excused by a condition hereof, Buyer

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shall receive the Earnest Money Deposit, or Buyer may sue for specific performance.

14. Miscellaneous. It is further understood and agreed as follows:

14.1 Time. Time is of the essence of this Agreement.

14.2 Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by email, or by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:

As to Buyer: Darrel Pyle, City Manager
201 West Gray
Norman, OK 73070
Phone: 405-366-5402
city_manager@normanok.gov

With a copy to: Kathryn Walker, City Attorney
City of Norman, Oklahoma
201 West Gray
Norman, OK 73070

Phone: 405-217-7700
City_Attorney@normanok.gov

As to Seller: HCR ManorCare, Inc., successor-in-interest to
Four Seasons Nursing Center, Inc.
c/o R. Griffin Julius
Vice President, Corporate Development
ProMedica Health System
100 Madison Avenue, Toledo, Ohio 43604

Phone: 419-252-5910
Griffin.Julius@ProMedica.org

With a copy to: Mark H. Rose, Assist. Gen Counsel
ProMedica Health System
100 Madison Avenue, Toledo, Ohio 43604

Phone: 567-585-7052
mark.rose@promedica.org

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Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the second day after the mailing of such notice, (iv) on the date sent if sent by email before 5:00 PM, otherwise on the next business day.

- 14.3 Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- 14.4 Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the executors, administrators, successors, assigns, heirs and legal representatives of the parties hereto.
- 14.5 Entire Agreement.** This instrument constitutes the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing, signed by the parties hereto.
- 14.6 Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 14.7 Attorney's Fees.** In the event either party hereto files suit in order to enforce or interpret the terms and provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to the litigation.
- 14.8 Interpleader of Earnest Money Deposit.** In the event of a dispute between Buyer and Seller as to the proper disbursement of the Earnest Money Deposit or any other funds being held by the Title Agent as related to this Agreement, the parties hereby agree that the Title Agent shall have the unrestricted right to interplead such funds into a court of competent jurisdiction. The Title Agent shall be entitled to file any such interpleader action as necessary to allow for the Title Agent to remove itself from the controversy without charge, harm, expense, or fault to the Title Agent. The Title Agent may file such action pursuant to 12 O.S. § 2022, or other applicable authority. In the event that the Title Agent institutes any interpleader action to resolve a dispute between the parties as to funds held by the Title Agent, the parties agree to hold the Title Agent and its officers, employees, directors and agents harmless and to release the Title Agent and all

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such affiliated persons from any causes of action that Buyer or Seller may have against the Title Agent as it pertains to the dispute over the Earnest Money Deposit. In addition, the parties agree that the Title Agent shall be immediately discharged from of the interpleader action without fault or harm, and that the Title Agent shall be allowed to immediately obtain reimbursement for all accrued expenses involved in filing the interpleader action, including but not limited to attorneys fees, court costs and filing fees, with such reimbursement to be made from the funds interplead into court or from Buyer and/or Seller directly.

- 14.9** **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document; however, this Agreement shall not become effective until all parties have signed a counterpart hereof. All counterparts shall be construed together and shall constitute one Agreement.

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EXECUTED the day and year hereinafter indicated. The latest date shall be the Effective Date of this Agreement.

“BUYER”

CITY OF NORMAN, OKLAHOMA

By: _____
Name: Larry Heikkila
Title: Mayor

ATTEST:

By: _____
Name: Brenda Hall
Title: City Clerk

Approved as to Legality and Form this ____ day of _____, 2022:

By: _____
Office of the City Attorney

“SELLER”

**HCR ManorCare, Inc., successor-in-interest to
Four Seasons Nursing Center, Inc.**

By: _____
R. Griffin Julius
VP, System Business Development
ProMedica Health System, Inc.
Authorized Signor for Seller

Date of Execution: July __, 2022

EXHIBIT A

LEGAL DESCRIPTION AND/OR DEPICTION

To be confirmed by title company

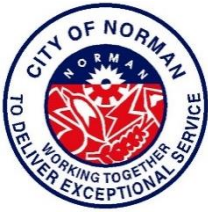
Legal Description: Part of Lot "A", in Block Two (2), of WOODSLAWN SECOND ADDITION, to the City of Norman, Cleveland County, Oklahoma, described as follows:

BEGINNING at the Northwest Corner of said Lot "A";
Thence South along the West line of said Lot a distance of 341.79 feet to the Southwest Corner of said Lot; Thence East along the South line of said Lot a distance of 440 feet to the Southeast Corner of said Lot; Thence North along the East line of said Lot 20 feet;
Thence West 150 feet;
Thence North 320.15 feet to the North line of said lot;
Thence West 290 feet along the North line of said Lot to the Place of Beginning.



File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE SPECIAL GRANTS FUND (ARPA) BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE SPECIAL GRANTS FUND (ARPA) BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.

BACKGROUND:

On March 11, 2021, the United States Federal Government enacted the \$1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), “to speed up the United States’ recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession”.

Specific funding of approximately \$350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the “Coronavirus State and Local Fiscal Recovery Fund” (SLFRF). As a Community Development Block Grant entitlement city, The City of Norman has received \$22,245,542 in ARPA funding in two payments, \$11,122,771 on May 19, 2021 and \$11,122,771 on June 6, 2022.

In the July 27, 2021 meeting, the Council approved Resolution R-2122-128, appropriating \$9,500,000 in ARPA entitlement funds toward the construction of the Emergency Operations and Communications Center. On August 24, 2021, the Council approved Resolution R-2122-35, appropriating \$100,000 of ARPA entitlement funds to the Norman Arts Council. On September 14, 2021, Council approved Resolution R-2122-34, appropriating \$500,000 of ARPA entitlement funds for COVID vaccination incentive programs. On June 28, 2022, the Council approved Resolution R-2122-135, appropriating \$1,000,000 of ARPA entitlement funds to the Norman Economic Development Coalition for the purchase or construction of business incubator facilities; and Resolution R-2122-138, appropriating \$3,000,000 of ARPA entitlement funds for bank stabilization projects on Lower Imhoff Creek.

The City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditure, generally as follows, and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements:

- Affordable Housing \$4,500,000
- Non-Profit Support \$1,900,000
- 718 N. Porter Rehabilitation \$1,900,000

DISCUSSION:

The United States Department of the Treasury has issued Final Rules for eligible uses of American Rescue Plan Act SLFRF funds. Five categories of eligible expenditures are discussed in the Rules:

- Support Public Health Response
- Replace Public Sector Revenue Loss
- Water, Sewer and Broadband Infrastructure
- Address Negative Economic Impacts
- Premium Pay for Essential Workers

Within the eligible uses of ARPA entitlements to Address Negative Economic Impacts of the COVID-19 pandemic, the Final Rules specifically encourage the use of ARPA funds for the “development, repair, and operation of affordable housing units” as a part of a broader strategy to increase the nation’s supply of affordable housing.

In the July 2021 City Council Retreat, the Council discussed potential use of the programmed ARPA funds for Affordable Housing and rehabilitation of the 718 North Porter Building. In response to Council’s prioritization of affordable housing, City Staff has identified 1210 West Robinson as a potential property that could be renovated to meet that need. At the July 12, 2022 Council Special Session, the specific use of ARPA entitlement funds for this purpose was discussed and approved. In a separate action, the Council will consider a Purchase and Sale Agreement (Contract K-2223-34) for the building at 1210 W. Robinson for \$2,450,000. Preliminary architectural estimates of the cost to rehabilitate and repurpose the West Robinson building for affordable, Single Room Occupancy purposes is \$3-5 million. Preliminary discussions have been held of the facility being operated by the Norman Housing Authority upon completion of the renovations.

To enact Council’s direction to use ARPA entitlement funds to Address Negative Economic Impacts of the COVID-19 pandemic through the expansion of Affordable Housing options in Norman, \$6,400,000 is proposed to be appropriated from the Special Grants Fund, ARPA (Account 22-11017) to ARPA, Miscellaneous Other (Account 22330303-45799).

RECOMMENDATION:

It is recommended that the Resolution be adopted, appropriating \$6,400,000 in City of Norman ARPA entitlement funds for the purchase, rehabilitation and repurpose of the 1210 West Robinson facility for the provision of expanded Affordable Housing options in Norman.

Resolution

R-2223-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE ARPA SPECIAL GRANTS FUND BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.

- § 1. WHEREAS, On March 11, 2021, the United States Federal Government enacted the American Rescue Plan Act (ARPA) of 2021 to speed up the United States recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession; and
- § 2. WHEREAS; specific ARPA funding of approximately \$350,000,000,000 was made available to state, county and city governments and tribal nations in the "Coronavirus State and Local Fiscal Recovery Fund" (SLFRF).; and
- § 3. WHEREAS, as a Community Development Block Grant (CDBG) entitlement city, the City of Norman received \$22,245,542 in ARPA funding in two payments, \$11,122,771 on May 19, 2021 and \$11,122,771 on June 6, 2022.
- § 4. WHEREAS, City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditures and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements.
- § 5. WHEREAS, at the July 12, 2022, Special Session, the specific use of ARPA funds was discussed and approved by City Council and to enact Council's direction to use ARPA entitlement funds to purchase 1210 West Robinson Street and rehabilitate and repurpose the building to be used as affordable housing in the City of Norman, a budget appropriation is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 6. That the following appropriation be made for reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
ARPA Miscellaneous Other	22-11017	22330303-45799	\$6,400,000

PASSED AND ADOPTED this 9th day of August, 2022.

ATTEST:

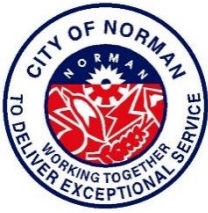
Mayor

City Clerk



File Attachments for Item:

24. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUBSECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUB-SECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City's Floodplain Ordinance, which is included in Section 22:429.1 of the City of Norman Code of Ordinances, was first adopted by the City of Norman on July 8, 1975. The ordinance has been revised fourteen (14) times in 1978, 1981, 1986, 1987, 1989, 1997, 2003, 2004, 2007, 2008, 2012, 2017, 2020, and 2021. The floodplain ordinance was originally adopted as a requirement of the City of Norman's participation in the National Flood Insurance Program (NFIP), which was established by the U.S. Congress in 1968 and is administered by the Department of Homeland Security's Federal Emergency Management Agency (FEMA).

DISCUSSION:

A Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program's (NFIP's) Community Assistance Program (CAP). The CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV, the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements.

In April 2022, the City of Norman underwent a CAV. During the review of the City's floodplain ordinance, it was noted that a clear reference outlining the City's statutory authority under State Law to administer the floodplain ordinance was missing. Therefore, the proposed amendment

to the City's floodplain ordinance is to add language clearly referencing the Oklahoma Floodplain Management Act Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes wherein the responsibility is delegated to local governmental units to adopt regulations designed to minimize flood losses through regulation of the Flood Hazard District.

The proposed revisions are noted in the attached ordinance.

Norman Revised Floodplain Ordinance Schedule	
Item	Completion Date
Proposed Ordinance Changes Approved by OWRB	June 1, 2022
Proposed Ordinance Changes to Floodplain Permit Committee	June 6, 2022
Proposed Ordinance Changes to Planning Commission	July 14, 2022
Proposed Ordinance Changes to City Council 1st Reading	August 9, 2022
Proposed Ordinance Changes to City Council 2nd Reading	August 23, 2022
Revised Floodplain Ordinance Becomes Effective	September 22, 2022

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance O-2223-1, which amends Section 22:429.1(1) of the current ordinance.

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 429.1 (“FLOOD HAZARD DISTRICT”) OF THE ZONING ORDINANCE, SUB-SECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF NORMAN, OKLAHOMA:

§ 1. That, Section 429.1(1) of Chapter 22 of the Code of the City of Norman be amended to define the statutory authorization granted by the State of Oklahoma to local governmental units.

1. Statutory Authorization, Description and Purpose. The Legislature of the State of Oklahoma has in the Oklahoma Floodplain Management Act, Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes, delegated the responsibility, and authorized local governments, to adopt and enforce regulations designed to minimize flood losses within this Flood Hazard District. The Flood Hazard District includes special flood hazard areas which are subject to periodic or occasional flooding during a one percent chance flood, and for which special regulations are applied in addition to or in combination with other zoning regulations applying to these areas to guide the type and manner of floodplain use so that it is consistent with the land use needs of the City of Norman. The City of Norman thus declares that it is the purpose of this Flood Hazard District to exercise this delegated authority, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

* * *

§ 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 429.1 (“FLOOD HAZARD DISTRICT”) OF THE ZONING ORDINANCE, SUB-SECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF NORMAN, OKLAHOMA:

§ 1. That, Section 429.1(1) of Chapter 22 of the Code of the City of Norman be amended to define the statutory authorization granted by the State of Oklahoma to local governmental units.

1. Statutory Authorization, Description and Purpose. The Legislature of the State of Oklahoma has in the Oklahoma Floodplain Management Act, Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes, delegated the responsibility, and authorized local governments, to adopt and enforce regulations designed to minimize flood losses within this Flood Hazard District. The Flood Hazard District includes special flood hazard areas which are subject to periodic or occasional flooding during a one percent chance flood, and for which special regulations are applied in addition to or in combination with other zoning regulations applying to these areas to guide the type and manner of floodplain use so that it is consistent with the land use needs of the City of Norman. The City of Norman thus declares that it is the purpose of this ordinance Flood Hazard District to exercise this delegated authority, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

* * *

§ 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



Date: July 14, 2022

To: Chairman and Members
Norman Planning Commission

From: Shawn O’Leary, Director of Public Works
Jason Murphy, Stormwater Program Manager
Todd McLellan, Development Engineer

Subject: Agenda Item - Approval of Ordinance No. O-2223-1
Revised Floodplain Ordinance

BACKGROUND:

The City’s Floodplain Ordinance which is included in Section 22:429.1 of the City of Norman Code of Ordinances, was first adopted by the City of Norman on July 8, 1975. The ordinance has been revised fourteen (14) times in 1978, 1981, 1986, 1987, 1989, 1997, 2003, 2004, 2007, 2008, 2012, 2017, 2020, and 2021. The floodplain ordinance was originally adopted as a requirement of the City of Norman’s participation in the National Flood Insurance Program (NFIP), which was established by the U.S. Congress in 1968 and is administered by the Department of Homeland Security’s Federal Emergency Management Agency (FEMA).

DISCUSSION:

A Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program’s (NFIP’s) Community Assistance Program (CAP). The CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements.

In April 2022, the City of Norman underwent a CAV. During the review of the City’s floodplain ordinance, it was noted that a clear reference outlining the City’s statutory authority under State Law to administer the floodplain ordinance was missing. Therefore, the proposed amendment to the City’s floodplain ordinance is to add language clearly referencing the Oklahoma Floodplain Management Act Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes wherein the responsibility is delegated to local governmental units to adopt regulations designed to minimize flood losses through regulation of the Flood Hazard District.

The proposed revisions are noted in the attached ordinance.

office memorandum

Norman Revised Floodplain Ordinance Schedule	
Item	Completion Date
Proposed Ordinance Changes Approved by OWRB	June 1, 2022
Proposed Ordinance Changes to Floodplain Permit Committee	June 6, 2022
Proposed Ordinance Changes to Planning Commission	July 14, 2022
Proposed Ordinance Changes to City Council 1st Reading	August 9, 2022
Proposed Ordinance Changes to City Council 2nd Reading	August 23, 2022
Revised Floodplain Ordinance Becomes Effective	October 1, 2022

RECOMMENDATION: Staff recommends that the Planning Commission approve Ordinance No. O-2223-1, which amends Sections 22:429.1(1) of the current ordinance.

Reviewed by: Scott Sturtz, City Engineer
Shawn O’Leary, Director of Public Works
Jane Hudson, Director of Planning and Community Development
Beth Muckala, Assistant City Attorney III

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 14, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of July, 2022.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Liz McKown
- Steven McDaniel
- Erica Bird
- Michael Jablonski

MEMBERS ABSENT

- Kevan Parker
- Doug McClure
- Shaun Axton

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Roné Tromble, Recording Secretary
- Beth Muckala, Asst. City Attorney
- Jason Murphy, Stormwater Program Manager
- Todd McLellan, Development Engineer
- Mitchell Richardson

* * *

Item No. 4, being:

O-2223-1 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUBSECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Annotated Ordinance No. O-2223-1

PRESENTATION BY STAFF:

1. Jason Murphy reviewed the staff report, a copy of which is filed with the minutes.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Steven McDaniel moved to recommend adoption of Ordinance No. O-2223-1 to City Council. Liz McKown seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

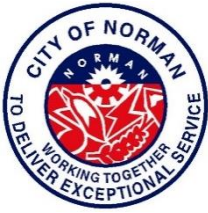
YEAS	Liz McKown, Steven McDaniel, Michael Jablonski, Erica Bird
NAYES	None
ABSENT:	Kevan Parker, Doug McClure, Shaun Axton

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2223-1 to City Council, passed by a vote of 4-0.

* * *

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Beth Muckala, Assistant City Attorney III

PRESENTER: Beth Muckala, Assistant City Attorney III

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On April 14, 2022, the City Council Oversight Committee discussed rezoning policies, procedures and processes, including the possibility of creating a policy concerning the number of postponements that may be granted for certain development applications that are brought before City Council for consideration. At the May 12, 2022 Oversight Committee Meeting, a draft ordinance regarding this Development Postponement Policy was reviewed and the committee recommended that the ordinance proceed for consideration by Planning Commission, and thereafter by the City Council for formal adoption.

DISCUSSION:

The Development Postponement Policy applies to all “Amendment” applications that would proceed pursuant to the process outlined in the Zoning Ordinance, Section 22:442.1. Amendments covered by Section 22:442.1 includes amendments to regulations and districts. Thus, a change from a conventional zoning district to the Planned Unit Development district (“PUD”) addressed in Section 22:420 of the Zoning Ordinance, as well as Simple Planned Unit Development district (“SPUD”) addressed in Section 22:420.05 of the Zoning Ordinance are affected by this policy.

The proposed amendment adds subpart (d) to Section 22:442.1(4), which establishes that, when the application is before City Council for consideration, barring unique or extenuating circumstances, an applicant will generally be permitted one requested postponement. Any

further postponements are a purely discretionary matter for City Council. City Council has always borne the authority to grant or deny postponements based upon its discretion; however, historically the City Council has often deferred to applicants when postponements were requested.

In recent years, applicant postponement requests have become quite frequent on certain types of applications, particularly when the application has progressed and is before City Council for consideration. To avoid undue burdens on non-applicant parties affected by such applications and to promote efficient consideration of these applications, this amendment formally implements a policy where City Council will generally permit one applicant-requested postponement. However, upon a repeated request, the policy clearly sets forth City Council's intention to scrutinize the request within the full bounds of its discretion, and afford less deference to the wishes of an applicant making the request.

In reviewing Section 22:420, addressing PUDs, City Staff determined the need to cross-reference the addition to Section 22:441.2, but no similar language appeared to be required in Section 22:420.05, concerning SPUDs.

This policy was developed at the direction of the City Council Oversight Committee and has been reviewed and vetted by City Staff. At their July 14, 2022 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2223-4, by a vote of 4-0.

CONCLUSION AND RECOMMENDATION:

City staff forwards Ordinance O-2223-4 to City Council for consideration and recommends adoption.

Ordinance No. O-2223-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. That development applications including zoning ordinance amendments and requests for planned unit developments and simple planned unit developments implicate extremely impactful determinations by City Council, for the applicant owner as well as adjacent or surrounding property owners and City of Norman residents;

§ 2. That the Norman City Code, and in particular the Zoning Ordinance, sets reasonable requirements and procedures that encourage applicant owners and others to engage in efficient and fruitful discourse regarding the potential impacts of these types of development proposals;

§ 3. That, in certain situations, multiple postponements by applicants may place undue strain on non-applicant residents arguably impacted by the proposed development, which residents are themselves entitled to an efficient conclusion of such application;

§ 4. Whereas, the City Council has hereby established the need for a postponement policy concerning these applications, which policy accommodates the needs of the applicant and non-applicant residents of the City of Norman for both thoughtful and efficient conclusion of these applications.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 5. That Section 22:420 of the Code of the City of Norman shall read as follows:

SEC. 22:420 – PLANNED UNIT DEVELOPMENTS.

* * *

4. Application Procedures. The Planned Unit Development application procedure shall consist of three phases.

* * *

(b) Zoning application. After receiving written comments following the preapplication conference, the applicant may proceed in preparing a formal application for a Planned Unit

Development. The application shall consist of a simultaneous submission of a rezoning application, Preliminary Plat, and proposed Development Plan. The Preliminary Plat shall conform to all requirements contained in Chapter 19 of the Norman City Code, with the exception of certain design requirements regarding lot dimensions, setbacks, etc., that are specifically exempted or modified by provisions of this ordinance. In addition to the required Preliminary Plat, the Rezoning Application/Development Plan shall include at least the following information:

* * *

The Preliminary Development Plan will be reviewed by Staff and their recommendation shall be forwarded to the Planning Commission. A public hearing for the Preliminary Plat and Development Plan shall be set not later than the second regular meeting after filing, and shall be legally advertised as specified in the Zoning Ordinance. At the public hearing before the Planning Commission, the applicant and interested citizens will have the opportunity to discuss the merits of the Planned Unit Development proposal. The Planning Commission will assess the proposal in light of ordinance guidelines and will take action after weighing the recommendations of the Staff, the applicant's presentation, and the community's response. The Commission shall approve, recommend approval conditioned on specified modifications, or recommend disapproval of the Planned Unit Development proposal.

After the Preliminary Development Plan is reviewed by the Planning Commission, it will be forwarded to the City Council for their action. The City Council may grant, deny, defer for requested changes or information, or return the application to the Planning Commission for further study. Applicant-requested postponements shall be governed as set forth in Section 22:442.1(4)(d). The Council may direct the Planning Commission to reconsider specific aspects of the Preliminary Development Plan.

If the City Council approves the Preliminary Development Plan, it shall be in the form of an Ordinance which shall specify all conditions and schedules necessary to insure that the proposed Planned Unit Development is accomplished. The applicant is permitted to construct the Planned Unit Development in more than one phase or stage of construction. In such cases, the applicant shall clearly indicate on the site plan map the boundaries of each proposed phase. If the sequence of construction of various portions of the development is to occur in phases or stages, then the open space and/or recreational facilities should be developed or committed thereto in proportion to the number of dwelling units intended to be developed during any given stage of construction. Additionally, the applicant shall submit a schedule of construction for the project or for each phase within the project indicating the sequence of development according to residential type and other non-residential construction within the project.

* * *

§ 6. That Section 22:442.1 of the Code of the City of Norman shall read as follows:

SEC. 22:442.1 – AMENDMENTS.

* * *

4. Passage by the City Council.

(a) Every such proposed change in regulations, restrictions, and boundaries shall be referred to the City Planning Commission for public hearing, report, and recommendation. In case of a protest against such change, signed by the owners of twenty percent (20%) or more of the area of the lots included in such proposed change, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council; or (O-9394-19) 227 22:442.1

(b) In case of a protest against such change, signed by the owners of fifty percent (50%) or more of the area within a three hundred fifty (350) or larger foot radius of the exterior boundary of the subject property, such change shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council. (O-9091-10; O-9394-19; O-0405-61)

(c) Whenever the owners of fifty-one percent (51%) of the land in any area shall present a petition duly signed and acknowledged requesting an amendment of the regulations prescribed for such area, it shall be the duty of the City Council to vote upon such amendment within ninety (90) days of the filing of same by the petitioners with the City Clerk. If any area is hereafter transferred to another district by amendment of district boundaries as provided in this section, buildings or premises existing at the time of passage of this Ordinance shall apply to buildings or premises existing in such transferred area at the time of passage of such amendment.

(d) Absent unique or extenuating circumstances, an application pursuant to this Section may be postponed one (1) time as a matter of right, to a date certain, upon request of the applicant and approval by City Council. Any further requests for postponement will be reviewed by City Council and is entirely subject to its discretion in approving or disapproving any such request by applicant. Protests addressed by subpart (b) above shall not affect the threshold for City Council approval respecting postponements pursuant to this sub-section.

* * *

§ 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Ordinance No. O-2223-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. That development applications including zoning ordinance amendments and requests for planned unit developments and simple planned unit developments implicate extremely impactful determinations by City Council, for the applicant owner as well as adjacent or surrounding property owners and City of Norman residents;

§ 2. That the Norman City Code, and in particular the Zoning Ordinance, sets reasonable requirements and procedures that encourage applicant owners and others to engage in efficient and fruitful discourse regarding the potential impacts of these types of development proposals;

§ 3. That, in certain situations, multiple postponements by applicants may place undue strain on non-applicant residents arguably impacted by the proposed development, which residents are themselves entitled to an efficient conclusion of such application;

§ 4. Whereas, the City Council has hereby established the need for a postponement policy concerning these applications, which policy accommodates the needs of the applicant and non-applicant residents of the City of Norman for both thoughtful and efficient conclusion of these applications.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 5. That Section 22:420 of the Code of the City of Norman shall read as follows:

SEC. 22:420 – PLANNED UNIT DEVELOPMENTS.

* * *

4. Application Procedures. The Planned Unit Development application procedure shall consist of three phases.

* * *

(b) Zoning application. After receiving written comments following the preapplication conference, the applicant may proceed in preparing a formal application for a Planned Unit

Development. The application shall consist of a simultaneous submission of a rezoning application, Preliminary Plat, and proposed Development Plan. The Preliminary Plat shall conform to all requirements contained in Chapter 19 of the Norman City Code, with the exception of certain design requirements regarding lot dimensions, setbacks, etc., that are specifically exempted or modified by provisions of this ordinance. In addition to the required Preliminary Plat, the Rezoning Application/Development Plan shall include at least the following information:

* * *

The Preliminary Development Plan will be reviewed by Staff and their recommendation shall be forwarded to the Planning Commission. A public hearing for the Preliminary Plat and Development Plan shall be set not later than the second regular meeting after filing, and shall be legally advertised as specified in the Zoning Ordinance. At the public hearing before the Planning Commission, the applicant and interested citizens will have the opportunity to discuss the merits of the Planned Unit Development proposal. The Planning Commission will assess the proposal in light of ordinance guidelines and will take action after weighing the recommendations of the Staff, the applicant's presentation, and the community's response. The Commission shall approve, recommend approval conditioned on specified modifications, or recommend disapproval of the Planned Unit Development proposal.

After the Preliminary Development Plan is reviewed by the Planning Commission, it will be forwarded to the City Council for their action. The City Council may grant, deny, defer for requested changes or information, or return the application to the Planning Commission for further study. Applicant-requested postponements shall be governed as set forth in Section 22:442.1(4)(d). The Council may direct the Planning Commission to reconsider specific aspects of the Preliminary Development Plan.

If the City Council approves the Preliminary Development Plan, it shall be in the form of an Ordinance which shall specify all conditions and schedules necessary to insure that the proposed Planned Unit Development is accomplished. The applicant is permitted to construct the Planned Unit Development in more than one phase or stage of construction. In such cases, the applicant shall clearly indicate on the site plan map the boundaries of each proposed phase. If the sequence of construction of various portions of the development is to occur in phases or stages, then the open space and/or recreational facilities should be developed or committed thereto in proportion to the number of dwelling units intended to be developed during any given stage of construction. Additionally, the applicant shall submit a schedule of construction for the project or for each phase within the project indicating the sequence of development according to residential type and other non-residential construction within the project.

* * *

§ 6. That Section 22:442.1 of the Code of the City of Norman shall read as follows:

SEC. 22:442.1 – AMENDMENTS.

* * *

4. Passage by the City Council.

(a) Every such proposed change in regulations, restrictions, and boundaries shall be referred to the City Planning Commission for public hearing, report, and recommendation. In case of a protest against such change, signed by the owners of twenty percent (20%) or more of the area of the lots included in such proposed change, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council; or (O-9394-19) 227 22:442.1

(b) In case of a protest against such change, signed by the owners of fifty percent (50%) or more of the area within a three hundred fifty (350) or larger foot radius of the exterior boundary of the subject property, such change shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council. (O-9091-10; O-9394-19; O-0405-61)

(c) Whenever the owners of fifty-one percent (51%) of the land in any area shall present a petition duly signed and acknowledged requesting an amendment of the regulations prescribed for such area, it shall be the duty of the City Council to vote upon such amendment within ninety (90) days of the filing of same by the petitioners with the City Clerk. If any area is hereafter transferred to another district by amendment of district boundaries as provided in this section, buildings or premises existing at the time of passage of this Ordinance shall apply to buildings or premises existing in such transferred area at the time of passage of such amendment.

(d) Absent unique or extenuating circumstances, an application pursuant to this Section may be postponed one (1) time as a matter of right, to a date certain, upon request of the applicant and approval by City Council. Any further requests for postponement will be reviewed by City Council and is entirely subject to its discretion in approving or disapproving any such request by applicant. Protests addressed by subpart (b) above shall not affect the threshold for City Council approval respecting postponements pursuant to this sub-section.

* * *

§ 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-2223-4

ITEM NO. 5

STAFF REPORT

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On April 14, 2022, the City Council Oversight Committee discussed rezoning policies, procedures and processes, including the possibility of creating a policy concerning the number of postponements that may be granted for certain development applications that are brought before City Council for consideration. At the May 12, 2022 Oversight Committee Meeting, a draft ordinance regarding this Development Postponement Policy was reviewed and the committee recommended that the ordinance proceed for consideration by Planning Commission, and thereafter by the City Council for formal adoption.

DISCUSSION:

The Development Postponement Policy applies to all “Amendment” applications that would proceed pursuant to the process outlined in the Zoning Ordinance, Section 22:442.1. Amendments covered by Section 22:442.1 includes amendments to regulations and districts. Thus, a change from a conventional zoning district to the Planned Unit Development district (“PUD”) addressed in Section 22:420 of the Zoning Ordinance, as well as Simple Planned Unit Development district (“SPUD”) addressed in Section 22:420.05 of the Zoning Ordinance, are affected by this policy.

The proposed amendment adds subpart (d) to Section 22:442.1(4), which establishes that, when the application is before City Council for consideration, barring unique or extenuating circumstances, an applicant will generally be permitted one requested postponement. Any further postponements are a purely discretionary matter for City Council. City Council has always borne the authority to grant or deny postponements based upon its discretion; however, historically the City Council has often deferred to applicants when postponements were requested.

In recent years, applicant postponement requests have become quite frequent on certain types of applications, particularly when the application has progressed and is before City Council for consideration. To avoid undue burdens to non-applicant parties affected by such applications, and to promote efficient consideration of these applications, this amendment formally implements a policy where City Council will generally permit one applicant-requested postponement. But upon a repeated request, the policy clearly sets forth City

Council’s intention to scrutinize the request within the full bounds of its discretion, and less deference to the wishes of an applicant making the request.

In reviewing Section 22:420, addressing PUDs, City Staff determined the need to cross-reference the addition to Section 22:441.2, but no similar language appeared to be required in Section 22:420.05, concerning SPUDs.

CONCLUSION:

This policy was developed at the direction of the City Council Oversight Committee, has been reviewed and vetted by City Staff, and is forwarded to the Planning Commission for its review, comments and consideration.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 14, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of July, 2022.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Liz McKown
Steven McDaniel
Erica Bird
Michael Jablonski

MEMBERS ABSENT

Kevan Parker
Doug McClure
Shaun Axton

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Roné Tromble, Recording Secretary
Beth Muckala, Asst. City Attorney
Jason Murphy, Stormwater Program
Manager
Todd McLellan, Development Engineer
Mitchell Richardson

* * *

Item No. 5, being:

O-2223-4 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Annotated Ordinance No. O-2223-4

PRESENTATION BY STAFF:

1. Beth Muckala reviewed the staff report, a copy of which is filed with the minutes.
2. Mr. McDaniel asked if this is being added because this has been an issue. Ms. Muckala responded.
3. Ms. Bird asked if there is a definition of “unique and extenuating circumstances”. Ms. Muckala responded.
Ms. Bird followed up with a question about the notification requirements. Ms. Muckala responded.
Ms. Bird asked about risk for standard of practice. Ms. Muckala responded.
4. Mr. McDaniel asked about the provision for postponement to a date certain. Ms. Muckala responded.

AUDIENCE PARTICIPATION:

1. Lee Hall, 648 S. Lahoma, spoke in support of the Ordinance.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Jablonski spoke in support of the Ordinance.
2. Ms. Bird commented on the ramifications of denial of an application.

Michael Jablonski moved to recommend adoption of Ordinance No. O-2223-4 to City Council. Steven McDaniel seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

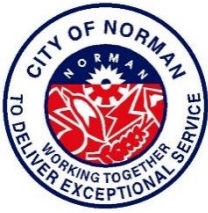
YEAS	Liz McKown, Steven McDaniel, Michael Jablonski, Erica Bird
NAYES	None
ABSENT:	Kevan Parker, Doug McClure, Shaun Axton

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2223-4 to City Council, passed by a vote of 4-0.

* * *

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, OR POSTPONEMENT OF A REQUEST TO AUTHORIZE THE CITY MANAGER/GENERAL MANAGER OF THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN MUNICIPAL AUTHORITY TO SIGN A PETITION FOR PROPERTY OWNED BY THE CITY OF NORMAN AND THE NORMAN MUNICIPAL AUTHORITY IN SUPPORT OF THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/19/2022

REQUESTER: Cameron Brewer

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, OR POSTPONEMENT OF A REQUEST TO AUTHORIZE THE CITY MANAGER/GENERAL MANAGER OF THE CITY OF NORMAN, OKLAHOMA AND THE NORMAN MUNICIPAL AUTHORITY TO SIGN A PETITION FOR PROPERTY OWNED BY THE CITY OF NORMAN AND THE NORMAN MUNICIPAL AUTHORITY IN SUPPORT OF THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT.

BACKGROUND:

The creation of a Business Improvement District (“BID”) for the Downtown Norman area has been discussed informally over the last several years. Earlier this year, the Downtowner’s Association appointed a committee that has been working diligently over the last number of months to finalize a proposal to create a BID for the downtown area that would provide enhanced maintenance, including trash pickup, power washing, street furniture, landscaping, and seasonal plantings; marketing, including festival coordination and management, advocacy for downtown specific issues and a more robust social media presence. It would also provide management, giving property owners a single point of contact for a wide variety of issues, and improvements that could include additional street furniture and completion of the lights across Main Street.

Under Oklahoma law, BID’s can be created by the City for these purposes, when the City receives a petition for a BID signed by the owners of record of more than one-half of the area liable to be assessed under the proposal. Once a petition has been received with the requisite signatures, the City Council sets a public hearing and votes whether to create the district after said public hearing. Once the District and the assessment roll is adopted, the City assesses each property owner for its assessment to fund the activities of the BID. The proposal for a Downtown BID was presented to City Council at its Study Session on August 16, 2022.

DISCUSSION:

The City of Norman, the Norman Municipal Authority (“NMA”) and Cleveland County own over 40 parcels within the proposed BID district. In July, the County voted to sign the petition supporting the creation of the district, contingent upon the City’s signature. The committee of the Downtowner’s Association has approached the City/NMA and asked that the City and the NMA also sign the petition.

RECOMMENDATION:

This action, if approved, would authorize Darrel Pyle, as the City Manager for the City of Norman and as the General Manager for the NMA, to sign a petition for both the City and NMA. Staff is forwarding such request for Council/Trustee consideration.

The City of Norman
P.O. Box 370
201 West Gray Street
Norman, OK 73070

PETITION IN FAVOR OF A BUSINESS IMPROVEMENT DISTRICT

**TO THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORMAN, OKLAHOMA**

THE COSTS OF THE IMPROVEMENTS AND SERVICES PROVIDED PURSUANT TO THE CREATION OF THE PROPOSED BUSINESS IMPROVEMENT DISTRICT SHALL BE ASSESSED AGAINST THE PROPERTY LOCATED WITHIN THE BOUNDARIES OF INCREMENT DISTRICT NO. 3, CITY OF NORMAN, WHICH PROPERTY SHALL RECEIVE THE BENEFIT OF SUCH IMPROVEMENTS AND SERVICES.

The undersigned respectfully petitions the City of Norman (“City”) to create a business improvement district (“BID”) pursuant to the Oklahoma Improvement District Act, Title 11, Oklahoma Statutes, Section 39-101, *et seq.* (“Act”) for the area referred to as Downtown Norman.

1. The undersigned sets forth this Petition, pursuant to the Act, specifically Section 39-103.1, which provides for the creation and establishment of a BID for the purposes of providing for the long-term improvements, maintenance, marketing, and management of the Downtown Norman BID District (the “District”).

2. The District shall be the area designated in the Downtown Norman Business Improvement District in the City of Norman, Oklahoma (the “Plan”), which is intended to benefit by services and improvements to property owners within the District boundaries being subject to payment of special assessments for the costs of the services and improvements. The District is in Downtown Norman, Oklahoma. The District is divided into three designated service area levels for which services and improvements will be provided. The District consists of properties located along Main Street from Park Avenue on the west to Porter Avenue on the east (the “Main Area”). The District also includes properties located along Gray Street from the parcels with an address of 429 on the north and 432 on the south sides of West Gray as the western boundary to the parcels with an address of 415 on the north and 418 on the south sides of West Gray as the eastern boundary (“Gray Area”). The District also includes properties located along James Garner Avenue, from Tonhawa Street on the north to Symmes Street on the west side of James Garner, and the alley between Eufaula Street and Symmes Street on the east side of James Garner as the southern

boundary (the “James Garner Area”). Finally, the District will include cross streets located within the District, to include the north and south streets of Porter, University, Webster, Santa Fe, Peters, and Crawford; and the east to west streets of Tonhawa, Comanche, Eufaula, and Main Street between Porter Avenue and Ponca Avenue (the “Cross Streets Area”). Certain properties located within the District may be exempted from assessment as discussed in the Plan. The Main Area, Gray Area, James Garner Area, and Cross Streets Area are collectively referred to as the District, the Areas, and / or the Boundaries. A map of the entire District is attached as Exhibit “1.”

3. The Downtown Norman BID Association, Inc. (the “Association”) shall be organized for the purpose of executing the responsibilities and duties set forth in the Plan. The Board of Directors (the “Board”) may be composed of:

- (i) Owners, or representatives of owners, of real property located in the District;
- (ii) Representatives of not-for-profit organizations operating within the District;
- (iii) Representatives of tenants located within the District;
- (iv) Persons with specialized professional experience, such as attorneys, accountants, architects; and
- (v) Public representatives as recommended by the City and County.

4. The Association intends to provide a program of services and improvement for the betterment of the property owners in the District for the assessments paid to the Association (the “Program”). The services to be provided (the “Services”) shall include the services budgeted for and required for the management, maintenance, and marketing of the District. The purpose of the Services will be for the enjoyment, protection, and general welfare of the public, the promotion, and enhancement of the District, and to meet the needs identified by members of the District. The Services shall be performed under the direction of the Association. The level of Services will vary by District Area based on the annual budget adopted by the Board of Directors of the Association. The Improvements proposed in the BID will be in the public space within the District. These Improvements may include amenities to identify, enhance and beautify the District, including but not limited to: (a) sidewalk plantings, tree, shrubs and flowers in tubs, at grade or above ground level; (b) sidewalk signage, logos, banners, medallions and/or plaques identifying the District; and (c) street, sidewalk, public art, and other public space amenities to improve tourism, appearance, and pedestrian circulation and safety.

5. The assessment to provide the Services and Improvements shall benefit all properties within the District (the “Benefited Properties”). The specific Services or Improvements to be provided may vary by the defined areas within the District. The Benefited Properties are identified by the District Map, and are listed in the attached Exhibit “2.” The assessment formula shall include a taxable value component, an acreage component, and a linear frontage footage component (collectively, the “Assessment Formula”).

5.1(a). **Taxable Value.** All Benefitted Properties within the District shall be assessed based on the taxable value of the property as determined by the Cleveland County Assessor. The taxable value assessment rate shall be eight percent of one percent of taxable value for each individual property’s taxable value as determined each year. For example, if the taxable value of a property is \$100,000, then this value would be multiplied by .0008 to determine the amount of the assessment (e.g., \$120 for each \$100,00 in taxable value).

5.1(b). **Assessments, Acreage Basis.** All Benefitted Properties within the District shall be assessed based on the acreage of the property as determined by the Cleveland County Assessor. The acreage assessment shall be \$1,100 for every acre of land and on a pro rata basis for any partial acre.

5.1(c). **Linear Front Footage.** A linear front footage (“LFF”) assessment shall apply to Benefitted Properties in the Main Area, Gray Area, James Garner Area, and Porter Area. The linear front footage assessment shall consist of three areas.

LFF Area # 1 – The Main Area shall include those properties with frontage along Main Street. The rate to be assessed for frontage along Main Street shall be \$7.50 per linear foot.

LFF Area # 2 – The Gray Area and James Garner Area shall each respectively be in area # 2 once the anticipated two-way roadway conversion of the Gray Street, intersection and roadway improvements on James Garner, and related streetscape improvements are substantially completed by the City. Once these public improvements are determined by the City to be substantially complete, the Gray Area properties or the James Garner Area properties will be assessed at a rate of \$5.00 per linear foot along either Gray Street or James Garner Avenue. Until the improvements are completed, the Gray Area and James Garner Area properties will be assessed as area #3.

LFF Area # 3 – The Cross Street Area shall include those properties with frontage along Porter, Crawford, Peters, Santa Fe, Webster, University, Tonhawa, Comanche, and Eufaula. The rate to be assessed for frontage along any of these cross streets shall be \$2.50 per linear foot per street. The Gray Area and James Garner Area properties will be assessed at the LFF Area # 3 rate until the public roadway improvements are substantially completed.

5.1(d). **Residential Property Assessment.** Properties zoned single family residential or devoted in whole to single family residential uses shall be exempted from any assessment in the District. Any mixed use and / or multi-family residential properties shall be assessed based on the area within the BID that the property is located.

5.1(e). **Government Property.** All government owned property devoted entirely to public use shall be subject to assessment as set forth herein. LFF Assessments for each parcel owned by a government entity will be imposed as set forth in Section 5.1(c) herein. Taxable value for government parcels will be determined utilizing the average taxable value in the District per acre multiplied by the acreage of each government owned parcel. The taxable value assessment rate shall be the same as set forth in Section 5.1(a) herein. The acreage basis assessment shall be as provided for in Section 5.1(b) herein. Government owned properties devoted in whole or in part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for government owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of each government owned parcel; or the taxable value of the personal property located on the government owned parcel being used for commercial purposes.

5.1(f). **Not-for-profit Property; Utilities.** A not-for-profit shall be defined as an entity recognized as a 501(c)(3) by the Internal Revenue Service, a church, religious organization, or as otherwise determined by the Cleveland County Assessor. Not-for-profit owned property or a utility owned property devoted primarily to not-for-profit use or utility use shall be exempt from District assessment. They may, however, choose to make voluntary annual contributions to the BID’s Budget. Not-for-profit owned properties devoted in whole or in large part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for not-for-profit owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of the not-for-profit owned parcel(s); or the taxable value of the personal property located on the not-for-profit owned parcel(s) being used for commercial purposes.

6. The Association will establish an annual budget for Services, to include the Maintenance Program, Marketing Program, and Management Program, and any Improvements for the District. The Association’s annual expenditures will not exceed the budgeted amount plus any reserve (or carry-over) funds. Each year the Association will establish an annual budget and annual expenditures for Services and Improvements for the Benefited Properties within the District.

6.1. **First Year Budget.** It is estimated that the Association’s first year budget of proposed expenditures for Services and Improvements for the Benefited Properties in the BID District will be as follows:

6.1(a). **For Services:**

- i. Maintenance Program: \$100,000
- ii. Marketing Program: \$ 40,000
- iii. Management Program: \$ 62,600

6.1(b). **For Improvements:** \$ 25,000

6.1(c). **City Administration Fee:** \$ 5,690

TOTAL FIRST YEAR BUDGET \$233,290

6.2. **Subsequent Budgets; Assessments for Budget Needs.** The Association shall establish a proposed budget of expenditures for each year. To raise the funds necessary on an annual basis for the Budget, the Association may proportionally increase or decrease the Taxable Value portion of the Assessment Formula, the Acreage portion of the Assessment Formula, and the Linear Front Footage portion of the Assessment Formula, with each portion bearing approximately thirty-three percent (33%) of the burden or benefit to fund the budgetary needs of the Association in any specific year; provided however, that no single component will exceed forty percent (40%) of the Assessment Formula, and no single component will account for less than thirty percent (30%) of the Assessment Formula.

7. The proposed commencement date of the BID is January 1, 2023, with a term of ten (10) years thereafter.

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): NORMAN MUNICIPAL AUTHORITY

Authorized Signature: _____

Title: _____

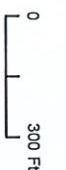
Parcel No(s): R0024347, R0024367, R0024346, R0024366, R0024364

R0024353, R0024348, R0024352, R0024353, R0024349



Map Prepared by City of Oklahoma City
Department of Planning and Economic Development
City of Oklahoma City, Oklahoma

Proposed Business Improvement District



- Downtown BID Boundary
- Downtown BID Parcels
- Linear Frontage Area #1
- Linear Frontage Area #2
- Linear Frontage Area #3



EXHIBIT

1

562

tabbles

Properties within proposed Business Improvement District

<u>User Account #</u>	<u>Owner Name</u>
R0037774	102 WEST EUFAULA, LLC
R0037773	102 WEST EUFAULA, LLC
R0023714	104, LLC
R0023813	111 NORTH PETERS, LTD PARTNERSHIP
R0023812	111 NORTH PETERS, LTD PARTNERSHIP
R0023677	115 E GRAY LLC
R0023694	120 E TONHAWA, LLC
R0023704	121 E MAIN STREET, LLC
R0023699	1958, LLC
R0023700	1958, LLC
R0024526	200 N UNIVERSITY LLC
R0023793	211 DOWNTOWN, LLC
R0023796	217 E MAIN, LLC
R0023797	219 E MAIN, LLC
R0023780	222 E MAIN, LLC
R0024436	226 W GRAY, LLC
R0024483	300 WEST, LLC
R0191087	301 E GRAY PARTNERS, LLC
R0191088	301 E GRAY PARTNERS, LLC
R0023930	303 E COMANCHE, LLC
R0023929	303 E COMANCHE, LLC
R0104309	303 S PETERS, LLC
R0023915	314 E MAIN, LLC
R0024529	415 WEST GRAY, LLC
R0024530	415 WEST GRAY, LLC
R0023713	4DN, LLC
R0024382	A M G RESTAURANTS, INC
R0024383	A M G RESTAURANTS, INC
R0023808	AARON STILES (former NPS)
R0023888	ABT-7 REAL ESTATE, LLC
R0023741	ACS ENTERPRISES, LLC
R0024375	ADAIR, JAMES L
R0138698	ADAIR, JAMES L
R0024358	ADAIR, JAMES L
R0023790	ADAIR, JAMES L
R0024507	ADAIR, JAMES R
R0024505	ADAIR, JAMES R
R0024506	ADAIR, JAMES R
R0024498	ALDRIDGE, TOM S & MARYE KATE-CHARITABLE & EDUCATIONAL TRUST



R0023921	ALGHOJEH, ASGHAR & TWANA S
R0024056	ARCHDIOCESE OF OKLA CITY
R0023937	ARMSTRONG, S W JR
R0023938	ARMSTRONG, S W JR
R0023769	ARVEST BANK
R0023771	ARVEST BANK
R0024501	ASTRO CARDINAL BB TEAM LLC
R0024368	B I C LEGAL, PLLC
R0024381	BARRY OWNS & RENTS, LLC
R0023735	BIG BROTHERS ENTERPRISES, LLC
R0023820	BIG BROTHERS INVESTMENTS LLC
R0023733	BOARD OF COUNTY COMMISSIONERS
R0023739	BOARD OF COUNTY COMMISSIONERS
R0023738	BOARD OF COUNTY COMMISSIONERS
R0023737	BOARD OF COUNTY COMMISSIONERS
R0024370	BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY
R0023726	C L L C, LLC
R0023725	C L L C, LLC
R0023724	C L L C, LLC
R0188520	C L L C,LLC
R0023712	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0023698	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0023701	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0024448	CITY OF NORMAN
R0023936	CITY OF NORMAN
R0023807	CITY OF NORMAN
R0023806	CITY OF NORMAN
R0023300	CITY OF NORMAN
R0023697	CITY OF NORMAN
R0024034	CITY OF NORMAN
R0024035	CITY OF NORMAN
R0024032	CITY OF NORMAN
R0023803	CITY OF NORMAN
R0024038	CITY OF NORMAN
R0023804	CITY OF NORMAN
R0023802	CITY OF NORMAN
R0024036	CITY OF NORMAN
R0023757	CITY OF NORMAN
R0024037	CITY OF NORMAN
R0023805	CITY OF NORMAN
R0023857	CITY OF NORMAN
R0023740	CLEVELAND CO HOME LN AUTHORITY
R0023734	CLEVELAND COUNTY

R0023788	CLEVELAND COUNTY
R0024385	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024390	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024397	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024396	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024386	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024387	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024388	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024389	CLEVELAND COUNTY HEALTH DEPARTMENT
R0023728	CLEVELAND COUNTY HOME LOAN
R0023729	CLEVELAND COUNTY HOME LOAN
R0094839	CLEVELAND COUNTY HOME LOAN
R0023732	CLEVELAND COUNTY HOME LOAN
R0023727	CLEVELAND COUNTY HOME LOAN
R0023678	CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY
R0023678	CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY
R0023695	CLINTON, GARY A
R0023696	CLINTON, GARY A
R0100690	COMANCHE CENTER, LLC
R0024024	COMANCHE CENTER, LLC
R0024521	COPELIN, EDWARD C
R0024394	COPELIN, EDWARD C & LINDA K
R0024371	COPELIN, EDWARD C & LINDA K
R0024395	COPELIN, EDWARD C-REV TRT-TRTEE
R0023819	CORR, ED FAMILY LLC
R0023818	CORR, ED FAMILY LLC
R0023817	CORR, ED FAMILY LLC
R0024432	CORR, ED-FAMILY LLC
R0023827	COUNCIL FOR DEVELOPMENTAL
R0023815	CRAWFORD INVESTMENT GROUP, LLC
R0150719	D & J LAND, LLC
R0024029	D & J LAND, LLC
R0154498	D & J LAND, LLC
R0024030	D & J LAND, LLC
R0154499	D & J LAND, LLC
R0024063	DAVE'S HEALTH MART PHARMACY INC
R0024028	DAVIS, TRIPP
R0023933	DAY, DONALD L-REV TRT
R0024476	DOWELL, RICHARD SAMUEL III-REV LIV TRT
R0024393	DOYLES ELECTRIC INC
R0023801	DUNMAN PROPERTIES, LLC
R0154495	DUNMAN PROPERTIES, LLC
R0023799	DUNMAN PROPERTIES, LLC

R0023781	DUTCHER INVESTMENT PROPERTIES, LLC
R0023675	EAST GRAY RENTALS
R0023708	FIRST FIDELITY BANK, NA
R0023711	FIRST FIDELITY BANK, NA
R0023710	FIRST FIDELITY BANK, NA
R0023707	FIRST FIDELITY BANK, NA
R0023709	FIRST FIDELITY BANK, NA
R0023691	FOREMAN, LYNN D-REV TRT & TRTEE
R0024489	G S J M, LLC
R0024484	G S J M, LLC
R0024429	GAMBONE, SANDRA M
R0189620	GBDENTAL HOLDINGS, LLC
R0189619	GBDENTAL HOLDINGS, LLC
R0024472	GIFFORD, WANDA JO-LIV TRT
R0024014	GOODMAIN, INC
R0024022	GOODMAIN, INC
R0024020	GOODMAIN, INC
R0024019	GOODMAIN, INC
R0024023	GOODMAIN, INC
R0024018	GOODMAIN, INC
R0024021	GOODMAIN, INC
R0024016	GOODMAIN, INC
R0024017	GOODMAIN, INC
R0093456	GOODMAN & SONS, LLC
R0023904	GOODMAN & SONS, LLC
R0023887	GOODMAN & SONS, LLC
R0024433	GOODMAN & SONS, LLC
R0023880	GOODMAN & SONS, LLC
R0023895	GOODMAN & SONS, LLC
R0023907	GOODMAN & SONS, LLC
R0023893	GOODMAN & SONS, LLC
R0023892	GOODMAN & SONS, LLC
R0023894	GOODMAN & SONS, LLC
R0023905	GOODMAN & SONS, LLC
R0023896	GOODMAN & SONS, LLC
R0024361	GOODMAN & SONS, LLC
R0023906	GOODMAN & SONS, LLC
R0023910	GOODMAN & SONS, LLC
R0023911	GOODMAN & SONS, LLC
R0023912	GOODMAN HOLDINGS, LLC
R0093455	GOODMAN HOLDINGS, LLC
R0023916	GOODMAN HOLDINGS, LLC
R0023897	GOODMAN HOLDINGS, LLC

R0023909	GOODMAN HOLDINGS, LLC
R0023889	GOODMAN HOLDINGS, LLC
R0023898	GOODMAN HOLDINGS, LLC
R0023902	GOODMAN HOLDINGS, LLC
R0024435	GOODMAN HOLDINGS, LLC
R0023903	GOODMAN HOLDINGS, LLC
R0024013	GOODMAN INVESTMENTS, LLC
R0023923	GOODMAN INVESTMENTS, LLC
R0023878	GOODMAN INVESTMENTS, LLC
R0023879	GOODMAN INVESTMENTS, LLC
R0023886	GOODMAN, BRADLEY K
R0023692	GOODMAN, BRADLEY K
R0023715	GOODMAN, BRADLEY K
R0024031	GSK, LLC
R0024500	HALL, J PROPERTIES, LLC
R0024499	HALL, J PROPERTIES, LLC
R0023759	HEIPLE, GREGORY ALAN
R0024508	HICKSON, DOUGLAS &SHERRILL-REV TRT
R0024509	HICKSON, DOUGLAS &SHERRILL-REV TRT
R0023942	HILAND DAIRY
R0023939	HILAND DAIRY
R0024376	HOLMES, ALEXANDER B
R0024468	HOOPER, CHARLES W
R0024471	HOOPER, CHARLES W
R0024522	IMAN, CHARLIE PROPERTIES, LLC
R0024523	IMAN, CHARLIE PROPERTIES, LLC
R0023927	INGRAM, TOMMY CRAIG
R0023928	INGRAM, TOMMY CRAIG
R0023926	INGRAM, TOMMY CRAIG
R0175496	J FORD, LLC
R0023755	JAMM FAMILY LLC
R0023860	JB COMMERCIAL, LLC
R0023866	JERRY'S LLC
R0023865	JERRY'S LLC
R0023867	JERRY'S LLC
R0023884	JOHNSON, CHRISTOPHER D
R0023891	JOHNSON-JRS, LLC
R0105398	JUMPER, MICHAEL D & PATRICE A
R0024497	KDL ENTERPRISES, LLC
R0023718	KRAMERICA, LLC
R0024502	L C MILLER PROPERTIES, LLC
R0023773	LAWYERS PROFESSIONAL BUILDING, LLC
R0023856	LINZE, KAYE M-REV TRT

R0024437	LMD LEASING C, LLC
R0023702	LOEFFELHOLZ, DEBRA DEANN
R0024377	LOEFFLER & ASHFORD INVESTMENTS, LLC
R0138673	LOEFFLER & ASHFORD INVESTMENTS, LLC
R0024374	MAGNOLIA INVESTMENT PROP, LLC
R0023784	MAIN & CRAWFORD, LLC
R0023783	MAIN & CRAWFORD, LLC
R0023814	MANCHESTER, DONALD HARVEY
R0024519	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024525	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024524	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024357	MARTHA C, LLC
R0138674	MCCALL, KENNETH LEE JR
R0024426	MCELVANY, JAMES & LINDA
R0128474	MCELVANY, JAMES & LINDA
R0128475	MCELVANY, JAMES L-REV TRT-UND 1/2 INT OF 1/3 INT
R0024486	MIDTOWN OFFICES, LLC
R0024488	MIDTOWN OFFICES, LLC
R0024485	MIDTOWN OFFICES, LLC
R0024487	MIDTOWN OFFICES, LLC
R0024369	MILLINGTON, SETH F
R0024373	MILLINGTON, SETH F & ELLEN L
R0023883	MILLION, ANDREW T
R0023760	MINNIX, RONALD G-LIV TRT & TRTEE
R0024356	MK ON MAIN, LLC
R0024378	MOORE STUDIOS, LLC
R0023931	MOORE, ELDORA P-LIFE ESTATE
R0024475	MOORE, MONTGOMERY W & JANET L
R0024482	MOVING MOUNTAINS, LLC
R0024477	MURRAY, PHYLLIS HOLMES-REV TRT & TRTEE
R0024384	N M R C-1, LLC AN OK LMTD CORP
R0024470	PINNACLE VIEW LLC
R0024469	PINNACLE VIEW LLC
R0154496	NEWSPAPER HOLDING INC
R0023720	NIML, LLC
R0023719	NIML, LLC
R0024510	NORMAN ECONOMIC DEVELOPMENT COALITION, INC
R0024347	NORMAN MUNICIPAL AUTHORITY
R0024367	NORMAN MUNICIPAL AUTHORITY
R0024346	NORMAN MUNICIPAL AUTHORITY
R0024366	NORMAN MUNICIPAL AUTHORITY
R0024364	NORMAN MUNICIPAL AUTHORITY
R0024353	NORMAN MUNICIPAL AUTHORITY

R0024348	NORMAN MUNICIPAL AUTHORITY
R0024352	NORMAN MUNICIPAL AUTHORITY
R0024353	NORMAN MUNICIPAL AUTHORITY
R0024349	NORMAN MUNICIPAL AUTHORITY
R0024047	NORTH PORTER CENTER, LLC
R0023881	NORTH PORTER CENTER, LLC
R0024044	NORTH PORTER CENTER, LLC
R0024046	NORTH PORTER CENTER, LLC
R0024042	NORTH PORTER CENTER, LLC
R0024043	NORTH PORTER CENTER, LLC
R0024045	NORTH PORTER CENTER, LLC
R0024048	NORTH PORTER CENTER, LLC
R0023882	NORTH PORTER CENTER, LLC
R0023663	ONE HUNDRED TEN E TONHAWA LLC
R0024354	P W K H, LLC
R0023662	PARAMOUNT INVESTMENT MGMNT, LLC
R0023800	PEAK PROPERTY, LLC
R0023705	PEAK PROPERTY, LLC
R0023706	PEAK PROPERTY, LLC
R0023721	PEAK PROPERTY, LLC
R0023722	PEAK PROPERTY, LLC
R0023664	PEAK PROPERTY, LLC
R0023908	PERRY, JEFFREY BRYCE
R0023934	PETERSEN, CATHERINE H
R0023809	PETTIGREW, LEWIS & PHILLILPS HOLDING COMPANY, LLC
R0023716	PFENNING, KURT BOOTH
R0023703	PINNACLE VIEW LLC
R0023723	PITCHLYNN FAMILY IRREV TRT
R0023985	PLAZA INN, INC
R0024473	POLK, DONALD H & SALLY J-REV TRT
R0024474	POLK, DONALD H & SALLY J-REV TRT
R0138675	PROFESSIONAL TOWERS, INC
R0023758	Q & A, LLC
R0023913	REMY, DORELLA M-REV TRT & TRTEE
R0024520	REPUBLIC BANK & TRUST
R0024527	REPUBLIC BANK & TRUST
R0024528	REPUBLIC BANK & TRUST
R0024380	REVENUE, LLC
R0024379	REVENUE, LLC
R0024350	RIEGER LLC
R0023998	ROWLAND, MEREDITH & JEFF-LIV TRT
R0024531	RUSSELL, LISA G-LIVE TRT
R0023899	RUTHERFORD OIL CO INC

R0023925	S C B COMPANIES, LLC
R0024359	S E T COMPANIES, LLC
R0190748	SA FIVE 315 E GRAY ST, LLC
R0190747	SA FIVE 315 E GRAY, LLC
R0023774	SECURITY NATIONAL BANK & TR
R0023767	SECURITY NATIONAL BANK & TR
R0023775	SECURITY NATIONAL BANK & TR
R0023823	SECURITY NATIONAL BANK & TR
R0023768	SECURITY NATIONAL BANK & TR
R0023772	SECURITY NATIONAL BANK & TR
R0023770	SECURITY NATIONAL BANK & TR
R0023794	SHEFFIELD, DEBORAH
R0023924	SHELTER INVESTMENTS, LLC
R0024447	SILVER CRICKET INVESTMENTS, LLC
R0024431	SKELETON KEY INVESTMENTS, LLC
R0023736	SMITH, DOUGLAS J & MARY E
R0024355	SOONER EMERALD DREAMS LLC
R0023717	SOONER THEATRE OF NORMAN, INC
R0023941	SOPHEVA I, LLC
R0024420	SOUTHWESTERN BELL TELE CO
R0024423	SOUTHWESTERN BELL TELE CO
R0024421	SOUTHWESTERN BELL TELE CO
R0024422	SOUTHWESTERN BELL TELE CO
R0023932	STACE, LLC
R0024430	SWEET BASIL THAI CUISINE, LC
R0023821	TERRYS AUTOMOTIVE, INC
R0023798	TERSHEV COMMERCIAL, LLC
R0023666	TONHAWA RENTALS, LLC
R0024015	TRAW ENTERPRISES, INC
R0023919	TRAW, JOHN M
R0023920	TRAW, JOHN M
R0100691	TRAW, JOHN M
R0023779	TWO TWENTY EAST MAIN, LLC
R0023693	TWO TWENTY INC
R0023822	VELIE ENTERPRISES, LLC
R0023795	VICTORIAS-NORMAN, LLC
R0024503	WATERS ELECTRIC INC
R0024360	WATLEY, KEVIN D
R0023914	WELCHER, FLORENE E
R0023922	WHOLESALE GASOLINE, INC
R0023778	WOLFFELK CORPORATION
R0023810	WOODARD-KNOTT, PHYLLIS A
R0023811	WOODARD-KNOTT, PHYLLIS A

R0023940	WOODSON, ROSE A-REV TRT
R0023665	YOUNG, CHARLES L III
R0023782	Z & A LTD PRTSHP
R0023890	Z & A LTD PRTSHP

The City of Norman
P.O. Box 370
201 West Gray Street
Norman, OK 73070

PETITION IN FAVOR OF A BUSINESS IMPROVEMENT DISTRICT

**TO THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORMAN, OKLAHOMA**

THE COSTS OF THE IMPROVEMENTS AND SERVICES PROVIDED PURSUANT TO THE CREATION OF THE PROPOSED BUSINESS IMPROVEMENT DISTRICT SHALL BE ASSESSED AGAINST THE PROPERTY LOCATED WITHIN THE BOUNDARIES OF INCREMENT DISTRICT NO. 3, CITY OF NORMAN, WHICH PROPERTY SHALL RECEIVE THE BENEFIT OF SUCH IMPROVEMENTS AND SERVICES.

The undersigned respectfully petitions the City of Norman (“City”) to create a business improvement district (“BID”) pursuant to the Oklahoma Improvement District Act, Title 11, Oklahoma Statutes, Section 39-101, *et seq.* (“Act”) for the area referred to as Downtown Norman.

1. The undersigned sets forth this Petition, pursuant to the Act, specifically Section 39-103.1, which provides for the creation and establishment of a BID for the purposes of providing for the long-term improvements, maintenance, marketing, and management of the Downtown Norman BID District (the “District”).

2. The District shall be the area designated in the Downtown Norman Business Improvement District in the City of Norman, Oklahoma (the “Plan”), which is intended to benefit by services and improvements to property owners within the District boundaries being subject to payment of special assessments for the costs of the services and improvements. The District is in Downtown Norman, Oklahoma. The District is divided into three designated service area levels for which services and improvements will be provided. The District consists of properties located along Main Street from Park Avenue on the west to Porter Avenue on the east (the “Main Area”). The District also includes properties located along Gray Street from the parcels with an address of 429 on the north and 432 on the south sides of West Gray as the western boundary to the parcels with an address of 415 on the north and 418 on the south sides of West Gray as the eastern boundary (“Gray Area”). The District also includes properties located along James Garner Avenue, from Tonhawa Street on the north to Symmes Street on the west side of James Garner, and the alley between Eufaula Street and Symmes Street on the east side of James Garner as the southern

boundary (the “James Garner Area”). Finally, the District will include cross streets located within the District, to include the north and south streets of Porter, University, Webster, Santa Fe, Peters, and Crawford; and the east to west streets of Tonhawa, Comanche, Eufaula, and Main Street between Porter Avenue and Ponca Avenue (the “Cross Streets Area”). Certain properties located within the District may be exempted from assessment as discussed in the Plan. The Main Area, Gray Area, James Garner Area, and Cross Streets Area are collectively referred to as the District, the Areas, and / or the Boundaries. A map of the entire District is attached as Exhibit “1.”

3. The Downtown Norman BID Association, Inc. (the “Association”) shall be organized for the purpose of executing the responsibilities and duties set forth in the Plan. The Board of Directors (the “Board”) may be composed of:

- (i) Owners, or representatives of owners, of real property located in the District;
- (ii) Representatives of not-for-profit organizations operating within the District;
- (iii) Representatives of tenants located within the District;
- (iv) Persons with specialized professional experience, such as attorneys, accountants, architects; and
- (v) Public representatives as recommended by the City and County.

4. The Association intends to provide a program of services and improvement for the betterment of the property owners in the District for the assessments paid to the Association (the “Program”). The services to be provided (the “Services”) shall include the services budgeted for and required for the management, maintenance, and marketing of the District. The purpose of the Services will be for the enjoyment, protection, and general welfare of the public, the promotion, and enhancement of the District, and to meet the needs identified by members of the District. The Services shall be performed under the direction of the Association. The level of Services will vary by District Area based on the annual budget adopted by the Board of Directors of the Association. The Improvements proposed in the BID will be in the public space within the District. These Improvements may include amenities to identify, enhance and beautify the District, including but not limited to: (a) sidewalk plantings, tree, shrubs and flowers in tubs, at grade or above ground level; (b) sidewalk signage, logos, banners, medallions and/or plaques identifying the District; and (c) street, sidewalk, public art, and other public space amenities to improve tourism, appearance, and pedestrian circulation and safety.

5. The assessment to provide the Services and Improvements shall benefit all properties within the District (the “Benefited Properties”). The specific Services or Improvements to be provided may vary by the defined areas within the District. The Benefited Properties are identified by the District Map, and are listed in the attached Exhibit “2.” The assessment formula shall include a taxable value component, an acreage component, and a linear frontage footage component (collectively, the “Assessment Formula”).

5.1(a). **Taxable Value.** All Benefitted Properties within the District shall be assessed based on the taxable value of the property as determined by the Cleveland County Assessor. The taxable value assessment rate shall be eight percent of one percent of taxable value for each individual property’s taxable value as determined each year. For example, if the taxable value of a property is \$100,000, then this value would be multiplied by .0008 to determine the amount of the assessment (e.g., \$120 for each \$100,00 in taxable value).

5.1(b). **Assessments, Acreage Basis.** All Benefitted Properties within the District shall be assessed based on the acreage of the property as determined by the Cleveland County Assessor. The acreage assessment shall be \$1,100 for every acre of land and on a pro rata basis for any partial acre.

5.1(c). **Linear Front Footage.** A linear front footage (“LFF”) assessment shall apply to Benefitted Properties in the Main Area, Gray Area, James Garner Area, and Porter Area. The linear front footage assessment shall consist of three areas.

LFF Area # 1 – The Main Area shall include those properties with frontage along Main Street. The rate to be assessed for frontage along Main Street shall be \$7.50 per linear foot.

LFF Area # 2 – The Gray Area and James Garner Area shall each respectively be in area # 2 once the anticipated two-way roadway conversion of the Gray Street, intersection and roadway improvements on James Garner, and related streetscape improvements are substantially completed by the City. Once these public improvements are determined by the City to be substantially complete, the Gray Area properties or the James Garner Area properties will be assessed at a rate of \$5.00 per linear foot along either Gray Street or James Garner Avenue. Until the improvements are completed, the Gray Area and James Garner Area properties will be assessed as area #3.

LFF Area # 3 – The Cross Street Area shall include those properties with frontage along Porter, Crawford, Peters, Santa Fe, Webster, University, Tonhawa, Comanche, and Eufaula. The rate to be assessed for frontage along any of these cross streets shall be \$2.50 per linear foot per street. The Gray Area and James Garner Area properties will be assessed at the LFF Area # 3 rate until the public roadway improvements are substantially completed.

5.1(d). **Residential Property Assessment.** Properties zoned single family residential or devoted in whole to single family residential uses shall be exempted from any assessment in the District. Any mixed use and / or multi-family residential properties shall be assessed based on the area within the BID that the property is located.

5.1(e). **Government Property.** All government owned property devoted entirely to public use shall be subject to assessment as set forth herein. LFF Assessments for each parcel owned by a government entity will be imposed as set forth in Section 5.1(c) herein. Taxable value for government parcels will be determined utilizing the average taxable value in the District per acre multiplied by the acreage of each government owned parcel. The taxable value assessment rate shall be the same as set forth in Section 5.1(a) herein. The acreage basis assessment shall be as provided for in Section 5.1(b) herein. Government owned properties devoted in whole or in part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for government owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of each government owned parcel; or the taxable value of the personal property located on the government owned parcel being used for commercial purposes.

5.1(f). **Not-for-profit Property; Utilities.** A not-for-profit shall be defined as an entity recognized as a 501(c)(3) by the Internal Revenue Service, a church, religious organization, or as otherwise determined by the Cleveland County Assessor. Not-for-profit owned property or a utility owned property devoted primarily to not-for-profit use or utility use shall be exempt from District assessment. They may, however, choose to make voluntary annual contributions to the BID’s Budget. Not-for-profit owned properties devoted in whole or in large part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for not-for-profit owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of the not-for-profit owned parcel(s); or the taxable value of the personal property located on the not-for-profit owned parcel(s) being used for commercial purposes.

6. The Association will establish an annual budget for Services, to include the Maintenance Program, Marketing Program, and Management Program, and any Improvements for the District. The Association’s annual expenditures will not exceed the budgeted amount plus any reserve (or carry-over) funds. Each year the Association will establish an annual budget and annual expenditures for Services and Improvements for the Benefited Properties within the District.

6.1. **First Year Budget.** It is estimated that the Association’s first year budget of proposed expenditures for Services and Improvements for the Benefited Properties in the BID District will be as follows:

6.1(a). **For Services:**

- i. Maintenance Program: \$100,000
- ii. Marketing Program: \$ 40,000
- iii. Management Program: \$ 62,600

6.1(b). **For Improvements:** \$ 25,000

6.1(c). **City Administration Fee:** \$ 5,690

TOTAL FIRST YEAR BUDGET \$233,290

6.2. **Subsequent Budgets; Assessments for Budget Needs.** The Association shall establish a proposed budget of expenditures for each year. To raise the funds necessary on an annual basis for the Budget, the Association may proportionally increase or decrease the Taxable Value portion of the Assessment Formula, the Acreage portion of the Assessment Formula, and the Linear Front Footage portion of the Assessment Formula, with each portion bearing approximately thirty-three percent (33%) of the burden or benefit to fund the budgetary needs of the Association in any specific year; provided however, that no single component will exceed forty percent (40%) of the Assessment Formula, and no single component will account for less than thirty percent (30%) of the Assessment Formula.

7. The proposed commencement date of the BID is January 1, 2023, with a term of ten (10) years thereafter.

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CITY OF NORMAN _____

Authorized Signature: _____

Title: _____

Parcel No(s): R0024448, R0023936, R0023807, R0023806, R0023300, _____

R0023697, R0024034, R0024035, R0024032, R0023803, R0023805

R0024038, R0023804, R0023802, R0024036, R0023757, R0023857

Properties within proposed Business Improvement District

<u>User Account #</u>	<u>Owner Name</u>
R0037774	102 WEST EUFAULA, LLC
R0037773	102 WEST EUFAULA, LLC
R0023714	104, LLC
R0023813	111 NORTH PETERS, LTD PARTNERSHIP
R0023812	111 NORTH PETERS, LTD PARTNERSHIP
R0023677	115 E GRAY LLC
R0023694	120 E TONHAWA, LLC
R0023704	121 E MAIN STREET, LLC
R0023699	1958, LLC
R0023700	1958, LLC
R0024526	200 N UNIVERSITY LLC
R0023793	211 DOWNTOWN, LLC
R0023796	217 E MAIN, LLC
R0023797	219 E MAIN, LLC
R0023780	222 E MAIN, LLC
R0024436	226 W GRAY, LLC
R0024483	300 WEST, LLC
R0191087	301 E GRAY PARTNERS, LLC
R0191088	301 E GRAY PARTNERS, LLC
R0023930	303 E COMANCHE, LLC
R0023929	303 E COMANCHE, LLC
R0104309	303 S PETERS, LLC
R0023915	314 E MAIN, LLC
R0024529	415 WEST GRAY, LLC
R0024530	415 WEST GRAY, LLC
R0023713	4DN, LLC
R0024382	A M G RESTAURANTS, INC
R0024383	A M G RESTAURANTS, INC
R0023808	AARON STILES (former NPS)
R0023888	ABT-7 REAL ESTATE, LLC
R0023741	ACS ENTERPRISES, LLC
R0024375	ADAIR, JAMES L
R0138698	ADAIR, JAMES L
R0024358	ADAIR, JAMES L
R0023790	ADAIR, JAMES L
R0024507	ADAIR, JAMES R
R0024505	ADAIR, JAMES R
R0024506	ADAIR, JAMES R
R0024498	ALDRIDGE, TOM S & MARYE KATE-CHARITABLE & EDUCATIONAL TRUST



R0023921	ALGHOJEH, ASGHAR & TWANA S
R0024056	ARCHDIOCESE OF OKLA CITY
R0023937	ARMSTRONG, S W JR
R0023938	ARMSTRONG, S W JR
R0023769	ARVEST BANK
R0023771	ARVEST BANK
R0024501	ASTRO CARDINAL BB TEAM LLC
R0024368	B I C LEGAL, PLLC
R0024381	BARRY OWNS & RENTS, LLC
R0023735	BIG BROTHERS ENTERPRISES, LLC
R0023820	BIG BROTHERS INVESTMENTS LLC
R0023733	BOARD OF COUNTY COMMISSIONERS
R0023739	BOARD OF COUNTY COMMISSIONERS
R0023738	BOARD OF COUNTY COMMISSIONERS
R0023737	BOARD OF COUNTY COMMISSIONERS
R0024370	BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY
R0023726	C L L C, LLC
R0023725	C L L C, LLC
R0023724	C L L C, LLC
R0188520	C L L C, LLC
R0023712	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0023698	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0023701	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0024448	CITY OF NORMAN
R0023936	CITY OF NORMAN
R0023807	CITY OF NORMAN
R0023806	CITY OF NORMAN
R0023300	CITY OF NORMAN
R0023697	CITY OF NORMAN
R0024034	CITY OF NORMAN
R0024035	CITY OF NORMAN
R0024032	CITY OF NORMAN
R0023803	CITY OF NORMAN
R0024038	CITY OF NORMAN
R0023804	CITY OF NORMAN
R0023802	CITY OF NORMAN
R0024036	CITY OF NORMAN
R0023757	CITY OF NORMAN
R0024037	CITY OF NORMAN
R0023805	CITY OF NORMAN
R0023857	CITY OF NORMAN
R0023740	CLEVELAND CO HOME LN AUTHORITY
R0023734	CLEVELAND COUNTY

R0023788	CLEVELAND COUNTY
R0024385	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024390	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024397	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024396	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024386	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024387	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024388	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024389	CLEVELAND COUNTY HEALTH DEPARTMENT
R0023728	CLEVELAND COUNTY HOME LOAN
R0023729	CLEVELAND COUNTY HOME LOAN
R0094839	CLEVELAND COUNTY HOME LOAN
R0023732	CLEVELAND COUNTY HOME LOAN
R0023727	CLEVELAND COUNTY HOME LOAN
R0023678	CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY
R0023678	CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY
R0023695	CLINTON, GARY A
R0023696	CLINTON, GARY A
R0100690	COMANCHE CENTER, LLC
R0024024	COMANCHE CENTER, LLC
R0024521	COPELIN, EDWARD C
R0024394	COPELIN, EDWARD C & LINDA K
R0024371	COPELIN, EDWARD C & LINDA K
R0024395	COPELIN, EDWARD C-REV TRT-TRTEE
R0023819	CORR, ED FAMILY LLC
R0023818	CORR, ED FAMILY LLC
R0023817	CORR, ED FAMILY LLC
R0024432	CORR, ED-FAMILY LLC
R0023827	COUNCIL FOR DEVELOPMENTAL
R0023815	CRAWFORD INVESTMENT GROUP, LLC
R0150719	D & J LAND, LLC
R0024029	D & J LAND, LLC
R0154498	D & J LAND, LLC
R0024030	D & J LAND, LLC
R0154499	D & J LAND, LLC
R0024063	DAVE'S HEALTH MART PHARMACY INC
R0024028	DAVIS, TRIPP
R0023933	DAY, DONALD L-REV TRT
R0024476	DOWELL, RICHARD SAMUEL III-REV LIV TRT
R0024393	DOYLES ELECTRIC INC
R0023801	DUNMAN PROPERTIES, LLC
R0154495	DUNMAN PROPERTIES, LLC
R0023799	DUNMAN PROPERTIES, LLC

R0023781	DUTCHER INVESTMENT PROPERTIES, LLC
R0023675	EAST GRAY RENTALS
R0023708	FIRST FIDELITY BANK, NA
R0023711	FIRST FIDELITY BANK, NA
R0023710	FIRST FIDELITY BANK, NA
R0023707	FIRST FIDELITY BANK, NA
R0023709	FIRST FIDELITY BANK, NA
R0023691	FOREMAN, LYNN D-REV TRT & TRTEE
R0024489	G S J M, LLC
R0024484	G S J M, LLC
R0024429	GAMBONE, SANDRA M
R0189620	GBDENTAL HOLDINGS, LLC
R0189619	GBDENTAL HOLDINGS, LLC
R0024472	GIFFORD, WANDA JO-LIV TRT
R0024014	GOODMAIN, INC
R0024022	GOODMAIN, INC
R0024020	GOODMAIN, INC
R0024019	GOODMAIN, INC
R0024023	GOODMAIN, INC
R0024018	GOODMAIN, INC
R0024021	GOODMAIN, INC
R0024016	GOODMAIN, INC
R0024017	GOODMAIN, INC
R0093456	GOODMAN & SONS, LLC
R0023904	GOODMAN & SONS, LLC
R0023887	GOODMAN & SONS, LLC
R0024433	GOODMAN & SONS, LLC
R0023880	GOODMAN & SONS, LLC
R0023895	GOODMAN & SONS, LLC
R0023907	GOODMAN & SONS, LLC
R0023893	GOODMAN & SONS, LLC
R0023892	GOODMAN & SONS, LLC
R0023894	GOODMAN & SONS, LLC
R0023905	GOODMAN & SONS, LLC
R0023896	GOODMAN & SONS, LLC
R0024361	GOODMAN & SONS, LLC
R0023906	GOODMAN & SONS, LLC
R0023910	GOODMAN & SONS, LLC
R0023911	GOODMAN & SONS, LLC
R0023912	GOODMAN HOLDINGS, LLC
R0093455	GOODMAN HOLDINGS, LLC
R0023916	GOODMAN HOLDINGS, LLC
R0023897	GOODMAN HOLDINGS, LLC

R0023909	GOODMAN HOLDINGS, LLC
R0023889	GOODMAN HOLDINGS, LLC
R0023898	GOODMAN HOLDINGS, LLC
R0023902	GOODMAN HOLDINGS, LLC
R0024435	GOODMAN HOLDINGS, LLC
R0023903	GOODMAN HOLDINGS, LLC
R0024013	GOODMAN INVESTMENTS, LLC
R0023923	GOODMAN INVESTMENTS, LLC
R0023878	GOODMAN INVESTMENTS, LLC
R0023879	GOODMAN INVESTMENTS, LLC
R0023886	GOODMAN, BRADLEY K
R0023692	GOODMAN, BRADLEY K
R0023715	GOODMAN, BRADLEY K
R0024031	GSK, LLC
R0024500	HALL, J PROPERTIES, LLC
R0024499	HALL, J PROPERTIES, LLC
R0023759	HEIPLE, GREGORY ALAN
R0024508	HICKSON, DOUGLAS &SHERRILL-REV TRT
R0024509	HICKSON, DOUGLAS &SHERRILL-REV TRT
R0023942	HILAND DAIRY
R0023939	HILAND DAIRY
R0024376	HOLMES, ALEXANDER B
R0024468	HOOPER, CHARLES W
R0024471	HOOPER, CHARLES W
R0024522	IMAN, CHARLIE PROPERTIES, LLC
R0024523	IMAN, CHARLIE PROPERTIES, LLC
R0023927	INGRAM, TOMMY CRAIG
R0023928	INGRAM, TOMMY CRAIG
R0023926	INGRAM, TOMMY CRAIG
R0175496	J FORD, LLC
R0023755	JAMM FAMILY LLC
R0023860	JB COMMERCIAL, LLC
R0023866	JERRY'S LLC
R0023865	JERRY'S LLC
R0023867	JERRY'S LLC
R0023884	JOHNSON, CHRISTOPHER D
R0023891	JOHNSON-JRS, LLC
R0105398	JUMPER, MICHAEL D & PATRICE A
R0024497	KDL ENTERPRISES, LLC
R0023718	KRAMERICA, LLC
R0024502	L C MILLER PROPERTIES, LLC
R0023773	LAWYERS PROFESSIONAL BUILDING, LLC
R0023856	LINZE, KAYE M-REV TRT

R0024437	LMD LEASING C, LLC
R0023702	LOEFFELHOLZ, DEBRA DEANN
R0024377	LOEFFLER & ASHFORD INVESTMENTS, LLC
R0138673	LOEFFLER & ASHFORD INVESTMENTS, LLC
R0024374	MAGNOLIA INVESTMENT PROP, LLC
R0023784	MAIN & CRAWFORD, LLC
R0023783	MAIN & CRAWFORD, LLC
R0023814	MANCHESTER, DONALD HARVEY
R0024519	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024525	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024524	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024357	MARTHA C, LLC
R0138674	MCCALL, KENNETH LEE JR
R0024426	MCELVANY, JAMES & LINDA
R0128474	MCELVANY, JAMES & LINDA
R0128475	MCELVANY, JAMES L-REV TRT-UND 1/2 INT OF 1/3 INT
R0024486	MIDTOWN OFFICES, LLC
R0024488	MIDTOWN OFFICES, LLC
R0024485	MIDTOWN OFFICES, LLC
R0024487	MIDTOWN OFFICES, LLC
R0024369	MILLINGTON, SETH F
R0024373	MILLINGTON, SETH F & ELLEN L
R0023883	MILLION, ANDREW T
R0023760	MINNIX, RONALD G-LIV TRT & TRTEE
R0024356	MK ON MAIN, LLC
R0024378	MOORE STUDIOS, LLC
R0023931	MOORE, ELDORA P-LIFE ESTATE
R0024475	MOORE, MONTGOMERY W & JANET L
R0024482	MOVING MOUNTAINS, LLC
R0024477	MURRAY, PHYLLIS HOLMES-REV TRT & TRTEE
R0024384	N M R C-1, LLC AN OK LMTD CORP
R0024470	PINNACLE VIEW LLC
R0024469	PINNACLE VIEW LLC
R0154496	NEWSPAPER HOLDING INC
R0023720	NIML, LLC
R0023719	NIML, LLC
R0024510	NORMAN ECONOMIC DEVELOPMENT COALITION, INC
R0024347	NORMAN MUNICIPAL AUTHORITY
R0024367	NORMAN MUNICIPAL AUTHORITY
R0024346	NORMAN MUNICIPAL AUTHORITY
R0024366	NORMAN MUNICIPAL AUTHORITY
R0024364	NORMAN MUNICIPAL AUTHORITY
R0024353	NORMAN MUNICIPAL AUTHORITY

R0024348	NORMAN MUNICIPAL AUTHORITY
R0024352	NORMAN MUNICIPAL AUTHORITY
R0024353	NORMAN MUNICIPAL AUTHORITY
R0024349	NORMAN MUNICIPAL AUTHORITY
R0024047	NORTH PORTER CENTER, LLC
R0023881	NORTH PORTER CENTER, LLC
R0024044	NORTH PORTER CENTER, LLC
R0024046	NORTH PORTER CENTER, LLC
R0024042	NORTH PORTER CENTER, LLC
R0024043	NORTH PORTER CENTER, LLC
R0024045	NORTH PORTER CENTER, LLC
R0024048	NORTH PORTER CENTER, LLC
R0023882	NORTH PORTER CENTER, LLC
R0023663	ONE HUNDRED TEN E TONHAWA LLC
R0024354	P W K H, LLC
R0023662	PARAMOUNT INVESTMENT MGMNT, LLC
R0023800	PEAK PROPERTY, LLC
R0023705	PEAK PROPERTY, LLC
R0023706	PEAK PROPERTY, LLC
R0023721	PEAK PROPERTY, LLC
R0023722	PEAK PROPERTY, LLC
R0023664	PEAK PROPERTY, LLC
R0023908	PERRY, JEFFREY BRYCE
R0023934	PETERSEN, CATHERINE H
R0023809	PETTIGREW, LEWIS & PHILLILPS HOLDING COMPANY, LLC
R0023716	PFENNING, KURT BOOTH
R0023703	PINNACLE VIEW LLC
R0023723	PITCHLYNN FAMILY IRREV TRT
R0023985	PLAZA INN, INC
R0024473	POLK, DONALD H & SALLY J-REV TRT
R0024474	POLK, DONALD H & SALLY J-REV TRT
R0138675	PROFESSIONAL TOWERS, INC
R0023758	Q & A, LLC
R0023913	REMY, DORELLA M-REV TRT & TRTEE
R0024520	REPUBLIC BANK & TRUST
R0024527	REPUBLIC BANK & TRUST
R0024528	REPUBLIC BANK & TRUST
R0024380	REVENUE, LLC
R0024379	REVENUE, LLC
R0024350	RIEGER LLC
R0023998	ROWLAND, MEREDITH & JEFF-LIV TRT
R0024531	RUSSELL, LISA G-LIVE TRT
R0023899	RUTHERFORD OIL CO INC

R0023925	S C B COMPANIES, LLC
R0024359	S E T COMPANIES, LLC
R0190748	SA FIVE 315 E GRAY ST, LLC
R0190747	SA FIVE 315 E GRAY, LLC
R0023774	SECURITY NATIONAL BANK & TR
R0023767	SECURITY NATIONAL BANK & TR
R0023775	SECURITY NATIONAL BANK & TR
R0023823	SECURITY NATIONAL BANK & TR
R0023768	SECURITY NATIONAL BANK & TR
R0023772	SECURITY NATIONAL BANK & TR
R0023770	SECURITY NATIONAL BANK & TR
R0023794	SHEFFIELD, DEBORAH
R0023924	SHELTER INVESTMENTS, LLC
R0024447	SILVER CRICKET INVESTMENTS, LLC
R0024431	SKELETON KEY INVESTMENTS, LLC
R0023736	SMITH, DOUGLAS J & MARY E
R0024355	SOONER EMERALD DREAMS LLC
R0023717	SOONER THEATRE OF NORMAN, INC
R0023941	SOPHEVA I, LLC
R0024420	SOUTHWESTERN BELL TELE CO
R0024423	SOUTHWESTERN BELL TELE CO
R0024421	SOUTHWESTERN BELL TELE CO
R0024422	SOUTHWESTERN BELL TELE CO
R0023932	STACE, LLC
R0024430	SWEET BASIL THAI CUISINE, LC
R0023821	TERRYS AUTOMOTIVE, INC
R0023798	TERSHEV COMMERCIAL, LLC
R0023666	TONHAWA RENTALS, LLC
R0024015	TRAW ENTERPRISES, INC
R0023919	TRAW, JOHN M
R0023920	TRAW, JOHN M
R0100691	TRAW, JOHN M
R0023779	TWO TWENTY EAST MAIN, LLC
R0023693	TWO TWENTY INC
R0023822	VELIE ENTERPRISES, LLC
R0023795	VICTORIAS-NORMAN, LLC
R0024503	WATERS ELECTRIC INC
R0024360	WATLEY, KEVIN D
R0023914	WELCHER, FLORENE E
R0023922	WHOLESALE GASOLINE, INC
R0023778	WOLFFELK CORPORATION
R0023810	WOODARD-KNOTT, PHYLLIS A
R0023811	WOODARD-KNOTT, PHYLLIS A

R0023940	WOODSON, ROSE A-REV TRT
R0023665	YOUNG, CHARLES L III
R0023782	Z & A LTD PRSHP
R0023890	Z & A LTD PRSHP